



State of California-Health and Human Services Agency  
**DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT**  
2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833  
Telephone: (916) 576-7109 | Fax: (916) 263-1406  
[www.csd.ca.gov](http://www.csd.ca.gov)



February 13, 2019

Re: Addendum 1 to 2019-RFP-64

To All Interested Proposers:

Addendum 1 to 2019-RFP-64 for the Low-Income Weatherization Program Farmworker Housing Component provides changes and clarifications to the RFP as described below. All changes included in this addendum supersede prior versions.

Proposers are cautioned to carefully read the entire RFP and to only use the most recently released version of each RFP document when submitting their Final Proposal.

Below is a summary of the RFP sections that have been modified. Please refer to the listed section for the specific changes. Deletions are indicated by ~~black strikethrough~~ font and additions are indicated by red underlined font. Changes to formatting, pagination, table of contents, figures, updated footers and similar minor changes are not necessarily listed in this table and may not be shown as changed.

Document and Section	Description
RFP Section 3.5, Direct and Indirect Allocations	Corrected error in Figure 1.
RFP Section 3.10.3, Income or Categorical Eligibility Verification	Provided clarification on household income verification methodology.
RFP Section 3.10.4, Customer Consent	Provided clarification on the process of getting customer consent via the program intake form.
RFP Section 5.1, Key Action Dates	Corrected error and provided clarification.
RFP Section 5.7.3, Number of Copies	Decreased the number of paper copies to eight.
RFP Section 6.1, A5 and B2(v), Project Team Description	Provided clarification on community ties.
RFP Section 6.1, B1, Subcontractors and Partners	Provided clarification on the need for Proposers to complete Attachment 16.
RFP Section 6.1, B2(iii) and (iv), Subcontractors and Partners	Corrected errors and provided clarification.
RFP Attachment 5, Budget Proposal Worksheet Tool	Updated the Budget Summary Tab to more clearly show what comprises the Total Direct Budget Allocation.

Please direct all questions and correspondence directly to me via [LIWP@CSD.ca.gov](mailto:LIWP@CSD.ca.gov), per the instructions in RFP Section 5.4.

Thank you,

Tina Schaffer  
Procurement Official

**Low-Income Weatherization Program  
Farmworker Housing Administrators**

**Single-Family Energy Efficiency & Solar Photovoltaics Program  
Farmworker Housing Component**



**Fiscal Year 2017-18 and 2018-19 Appropriation Procurements**

**REQUEST FOR PROPOSAL**

**2019-RFP-64**

**Addendum 1**

**February 13, 2019**

**State of California  
Department of Community Services and Development**

2389 Gateway Oaks Drive, Suite 100  
Sacramento, California 95833-4246

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# 1 PURPOSE AND DESCRIPTION OF SERVICES

## 1.1 Introduction

The Department of Community Services and Development (CSD) is a State of California Department under the California Health and Human Services Agency (CHHS) and has been serving low-income communities for more than 50 years. CSD has traditionally partnered with a network of private non-profit and local government organizations, dedicated to reducing poverty by helping low-income individuals and families achieve and maintain self-sufficiency, meet their home energy needs, and reduce their utility costs through energy efficiency upgrades and access to clean renewable energy.

The Low-Income Weatherization Program (LIWP), part of California Climate Investments, is an energy efficiency and renewable energy generation program administered by CSD. LIWP includes the Single-Family Energy Efficiency and Solar Photovoltaics (PV) Program that installs a variety of measures that include energy efficiency upgrades, solar PV, health and safety improvements, and limited home repairs at no cost to eligible, low-income households.

Information about LIWP and the Farmworker Housing Component is available at: [www.csd.ca.gov/LIWP](http://www.csd.ca.gov/LIWP).

## 1.2 Purpose and Overview of the RFP

This procurement seeks local Farmworker Housing Administrators for a new component of LIWP's Single-Family Energy Efficiency and Solar PV Program focused solely on **farmworker housing**. This program component has an initial allocation of approximately \$10.5 million<sup>1</sup> from CSD's Fiscal Year (FY) 2017-18 and FY 2018-19 LIWP appropriations.

The awarded Farmworker Housing Administrators will provide services to low-income farmworker households located in two defined geographic regions. One Farmworker Housing Administrator contract will be awarded per region. Proposers may apply for one or both regions and must submit a separate proposal for each region being bid. Proposals will be evaluated and awarded separately for each region. A Proposer that applies for

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<sup>1</sup> The total initial funding for this program is \$10,517,941, which is to be divided between the two regions.

both regions may be awarded both regions if its proposals are responsive and receive the highest score for each region.

In responding to this Request for Proposal (“2019-RFP-64” or “RFP”), Proposers must provide information regarding their specific capabilities and resources within the region for which they are applying and describe the approach, strategies and tactics that will be employed to meet the specific needs of the low-income farmworker population within the region for which they are applying. Proposers will be required to discuss how their approach will account for and address any unique conditions or challenges in the region. In addition, they must demonstrate existing ties to the local communities they would be serving and possess knowledge of and experience with administering energy-efficiency and renewable energy programs and services targeting low-income households.

RFP Section 6, *Proposal Requirements and Maximum Points*, describes how Proposers must describe and document the Project Team’s qualifications, proposed program implementation and service delivery strategies, organizational approach and team structure, and costs. Proposals will be evaluated, and points awarded based on the categories identified.

This solicitation is being conducted in accordance with the California Public Contract Code as a secondary RFP for subvention contracts. The solicitation is designed to promote transparency and accountability, and to ensure a fair and level playing field for all Proposers. CSD is not obligated to award a contract as a result of this RFP.

### 1.3 Terminology

For the purposes of this solicitation and the resulting agreement, the terms *Project Team*, *Proposer*, *Subcontractor*, and *Partner* are defined as follows.

- A Project Team consists of the Proposer and its Subcontractors and Partners.
- A Proposer is the prime contractor submitting the proposal who, upon award, will be in contract with the State and have ultimate responsibility for contract performance, including the activities of its Subcontractors and Partners relative to the performance of the Contract. Upon Contract award, the successful Proposer will be referred to as the Farmworker Housing Administrator, Contractor or Prime Contractor.
- A Subcontractor is a separate legal entity that, in order to perform work under the Contract as authorized by the Contractor and funded by LIWP Farmworker Housing component dollars, must have a contractual agreement with the Contractor. All Subcontractors must be approved in advance by CSD per

Attachment 11, Exhibit D, section 1, *Subcontracts*. It is expected that named Subcontractors shall accomplish key activities as described in the proposal.

- A Partner is an organization that works in support of the farmworker housing LIWP program in coordination with the Contractor, may or may not have a written agreement with the Contractor, and does not receive LIWP Farmworker Housing component dollars. It is expected that named Partners shall accomplish key activities as described in the proposal.

## 1.4 Contract Duration and Funding

The initial term of each awarded Farmworker Housing Administrator regional contract shall be through December 31, 2020, during which funding of \$5,258,970.50 for each contract's LIWP farmworker component services shall be available.

At CSD's sole discretion, it may amend each contract not to exceed a total of two additional years and not to exceed a total of an additional \$5.3 million per contract (contract total not to exceed of \$10.6 million). CSD also reserves the right to amend the list of approved Measures at any time during the contract. There is no obligation for CSD to exercise its right to amend the contracts.

## 1.5 Bidders' Library

This RFP references and incorporates program documents contained on CSD's website within a Bidders' Library at [www.csd.ca.gov/liwp/farmworker](http://www.csd.ca.gov/liwp/farmworker). Proposers are strongly cautioned to read and understand these documents prior to submitting their proposals. Documents in the Bidders' Library may be updated or replaced by CSD prior to and after award. The current (e.g., updated, including draft) versions of these documents shall be continuously incorporated into the awarded Contract throughout the term of the Contract.

## 2 PROPOSER MINIMUM QUALIFICATIONS

Farmworker Housing Administrators will be selected on a competitive basis to receive a subvention (local assistance) contract to oversee the administration of services in their proposed regions. In order to be eligible to be a Farmworker Housing Administrator, a Proposer must:

- a. Be a private, non-profit or public organization that has qualified for and received an Internal Revenue Service determination letter confirming the organization's tax exemption under section 501(c)(3) of the Internal Revenue Code; or be a local government agency or joint powers authority; or be a federally recognized

Indian Tribal Government. (See Attachment 3)

- b. Be eligible to receive public funds (a list of entities that have been declared ineligible to receive government funds can be found at <https://www.sam.gov/>).
- c. Be in good standing and currently qualified to conduct business in California per the Secretary of State. This requirement applies to both the Proposer and its Subcontractors. (See Attachment 2)
- d. Demonstrate financial solvency as determined by CSD through the submission the most current organization-wide audit and the last two years of the Internal Revenue Service's *Return of Organization Exempt From Income Tax* (IRS – Form 990). (See Attachment 9)
- e. Have experience administering programs and providing supportive services to farmworkers and the communities in which they reside.
- f. Have demonstrated experience administering low-income, energy efficiency and renewable energy services of similar scale and structure.
- g. Have demonstrated ties to the region to be served.
- h. Commit to provide services in all six counties in the region.

In addition, each Subcontractor and Partner must, at a minimum, demonstrate previous experience performing the specific activity and/or service to be provided in this proposal within the region in which they are assigned to serve.

### 3 PROGRAM DESCRIPTION AND REQUIREMENTS

#### 3.1 California Climate Investments and LIWP Considerations

California Climate Investments is a statewide program that puts billions of Cap-and-Trade dollars from the Greenhouse Gas Reduction Fund (GGRF) to work reducing Greenhouse Gas (GHG) emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities. The Cap-and-Trade Program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investment projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: [www.caclimateinvestments.ca.gov](http://www.caclimateinvestments.ca.gov).

Program oversight and direction for California Climate Investments is provided by the California Air Resources Board (CARB).<sup>2</sup> To date, \$202 million has been appropriated to CSD for the implementation of LIWP. Assembly Bill (AB) 109 (Chapter 249, Statutes of 2017), provided \$18 million for FY 2017-18, and Senate Bill (SB) 856 (Chapter 30, Statutes of 2018), provided \$10 million for FY 18-19. The legislative provisions also required CSD to focus funding on low-income multifamily, solar and farmworker programs. This Farmworker Housing component has been developed in response to this legislative mandate and has been allocated a total of \$10 million from CSD's FY 17-18 and 18-19 appropriations. CSD and its Farmworker Housing Administrators will offer services to reduce GHG emissions and provide other co-benefits to eligible homes.

SB 89 (Chapter 24, Statutes of 2017), requires CSD, for any appropriation to the department for LIWP in FY 2017-18, or any fiscal year thereafter, to develop new program processes in its contract procurement processes for single-family energy efficiency and renewable energy services that give weight and priority to applicants that can demonstrate they have existing ties to the local communities they would be serving, among the other factors considered. This applies to both Farmworker Housing Administrators and any subcontracted direct service providers. Proposers should prioritize collaboration with trusted community partners that have demonstrated capacity to carry out targeted, culturally relevant outreach and service delivery with sensitivity to the specific needs of the communities.

Further, AB 1550 (Chapter 369, Statutes of 2016) establishes increased expenditure targets for projects located within disadvantaged communities. AB 1550 increased the percent of California Climate Investments funds for projects located in disadvantaged communities from 10 to 25 percent and added a focus on investments in low-income communities and households. These AB 1550 populations, collectively known as priority populations, include low-income communities and low-income households living within a ½ mile radius of a disadvantaged community.

**CalEnviroScreen** is a tool developed by the Office of Environmental Health Hazard Assessment (OEHHA) under CalEPA's guidance to assess areas that are disproportionately affected by multiple types of pollution and areas with vulnerable populations. CalEnviroScreen 3.0 uses twenty indicators divided into two broad categories: "Pollution Burden," which includes exposures as well as environmental effects, and "Population Characteristics," which includes population and socioeconomic factors.

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<sup>2</sup> Agencies administering California Climate Investments and awarded funding recipients are required to follow provisions of CARB's Funding Guidelines. 2018 Funding Guidelines are available at: <https://ww2.arb.ca.gov/resources/documents/ccl-funding-guidelines-administering-agencies>.

Each census tract in the state is assigned a value for each of the indicators, and, based on the final scores, census tracts are ranked relative to one another. CalEPA identifies the 25 percent of census tracts most burdened by the indicators as disadvantaged communities for the purposes of California Climate Investments. More information on CalEnviroScreen is available at: <https://oehha.ca.gov/calenviroscreen>.

### 3.2 Farmworker Needs

Farmworkers are one of the most vulnerable, impoverished population groups in the state because of seasonal employment and low wages. Low-income families in general, and farmworker families specifically, pay a disproportionate amount of their annual income on home energy and often cut back on other necessities to pay their energy bills. LIWP investments and services in this program component will increase the energy efficiency of eligible dwellings owned or occupied by farmworker families; provide access to clean, renewable energy for homeowners; reduce residents' expenditures on energy; and provide health and safety improvements to homes to further optimize GHG emission reductions and benefit households.

CSD requires the Farmworker Housing Administrator to coordinate with other assistance programs to enhance economic and social impacts of LIWP service offerings and achieve efficiencies in program administration. Other assistance programs that may offer the potential to enhance services to farmworkers may have goals such as:

- Stabilization of incomes
- Safe housing
- Pathway to homeownership
- Occupational Safety Programs
- Access to Childcare/education programs
- Adult education programs
- English-speaking courses
- Legal Services
- Health Care/Insurance
- Food security
- Financial literacy/education
- Access to transit options

### 3.3 Program Goals and Objectives

CSD realizes that organizations responding to this RFP may take a variety of approaches in their program design. Regardless of those variations, Proposers should strive to design a program and approach that reflects CSD's overarching goals for the allocation of LIWP funds, as follows:

#### Goal #1: Reduce GHG Emissions:

The primary goal of LIWP's Single-Family Energy Efficiency and Solar PV Program is to reduce GHG emissions through the installation of no cost energy efficiency measures and Solar PV for qualifying low-income farmworker households.

#### Goal #2: Provide Co-Benefits:

In addition to GHG emission reduction and energy savings for low-income participants, another goal is to realize additional co-benefits achieved through the project. Co-benefits may include, but not be limited to:

- Leveraging to create enhanced program offerings or provide cost reductions to LIWP funding in providing energy efficiency and renewable energy provisions to eligible farmworker households;
- Wrap-Around Supportive Services (food distribution, rental assistance, transportation assistance); and
- Job creation and training opportunities.

### 3.4 Role of the Farmworker Housing Administrators

The Farmworker Housing Administrators will be responsible for coordinating program elements, either by performing them directly or overseeing other entities that are responsible for their accomplishment, including, but not limited to:

- Management of subcontractors
- Assessment and identification of target areas
- Project Development and Management
- Community engagement
- Marketing and outreach (Farmworker Housing Administrators must adhere to the Media & Communications Style Guide for California Climate Investments programs)
- Intake



- Project evaluation and assessment, including health and safety considerations
- Integration of energy efficiency and solar services
- Delivering services in accordance with CSD program requirements
- Customer education
- Oversight of subcontractor work activities including service delivery
- Quality assurance and managing warranty administration
- Service complaint resolution
- Adherence to reporting requirements and targets
- Maximizing opportunities for co-benefits to farmworker communities
- Fiscal and administrative reporting to CSD

The Farmworker Housing Administrators' teams will assess each home or structure and make the final determination of eligibility for Measures, subject to any guidelines or approvals required by CSD. The administration of energy efficiency and Solar PV installations shall be integrated to ensure eligible households and buildings are assessed for the full complement of available LIWP Measures. Providing the deepest energy retrofits available to each household based on this assessment process is required.

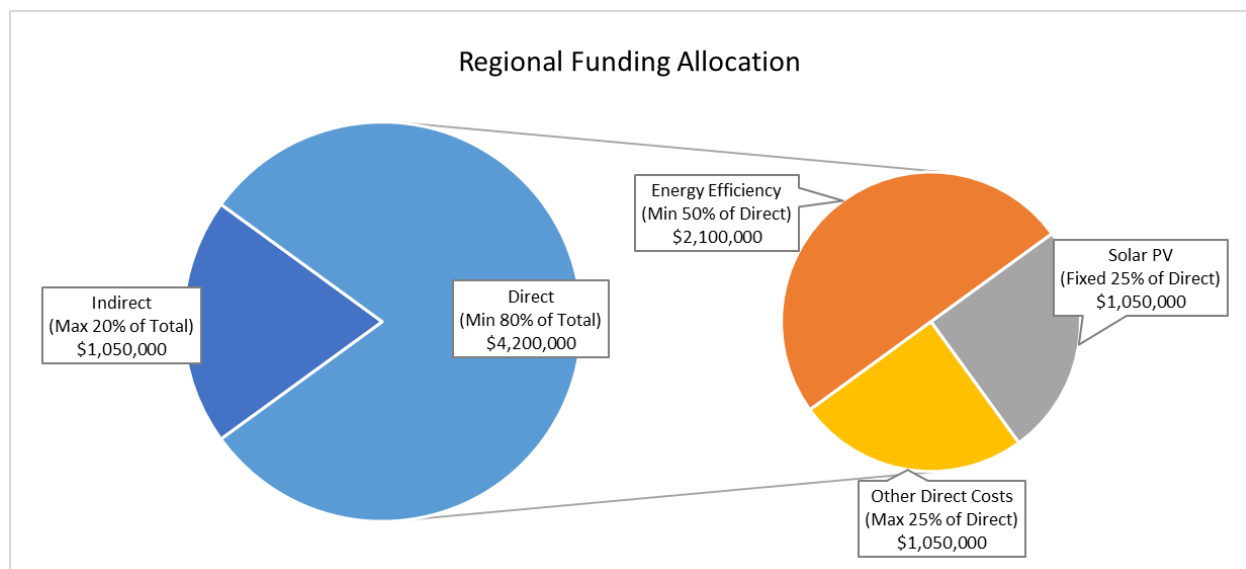
### **3.5 Direct and Indirect Allocations**

The Farmworker Housing Administrator shall ensure that the following program funding allocation targets are met:

1. Direct Program Costs (minimum of 80%), which are comprised of:
  - Energy Efficiency Measures (minimum of 50% of Total Direct Program Costs)
  - Solar PV Installations (fixed at 25% of Total Direct Program Costs)
  - Other Direct Costs (e.g., health and safety improvements, diagnostics, and limited home repair) (maximum of 25% of Total Direct Program Costs)
2. Indirect Costs (maximum of 20%), which are comprised of:
  - Program Support Costs
  - Administrative Costs (e.g., rent, utilities, operational costs)



Figure 1, Regional Funding Allocation



### 3.6 Region and County Allocations

Given the limited number of homes that can be served with the initial funding allocation of approximately \$10.5 million, each Farmworker Housing Administrator shall limit program services to houses and buildings occupied by eligible farmworkers within one of two regions, each region comprised of a six-county service area. To ensure delivery of LIWP services to all counties within a region, the Farmworker Housing Administrator shall ensure that at least ten percent (10.0%) of the established direct service budget is expended in each county. Service regions and initial funding allocations are as follows:

- Region A (\$5.25 million):  
Fresno, Madera, Merced, Monterey, San Joaquin, and Stanislaus counties
- Region B (\$5.25 million):  
Imperial, Kern, Riverside, Santa Barbara, Tulare, and Ventura counties

This approach will assist in meeting the mandate of SB 89 and will:

- Provide a focused service delivery area, while still allowing the Farmworker Housing component and the Farmworker Housing Administrators to achieve some economies of scale.
- Provide services to homes where energy efficiency and solar measures have the potential for the greatest impact on energy savings.
- Provide a focus on areas with large proportions of households residing in disadvantaged communities.

- Provide services to those counties with the highest populations of farmworkers.

### 3.7 Allocations to Priority Populations

Lastly, the Farmworker Housing Administrators must ensure that services are implemented in accordance with the interim targets set by CSD for investments in disadvantaged communities and households within a ½ mile radius of a disadvantaged community as follows:

*Table 1, LIWP Farmworker Funding Allocations*

Priority Populations:	Low-Income Farmworker Households in Disadvantaged Communities (Minimum)	Low-Income Farmworker Households within ½ mile of a Disadvantaged Community (Minimum)	Low-Income Farmworker Households anywhere in the region (Maximum)	Total
Funding Targets:	\$1.8 M*	\$250,000*	\$3.2 M*	\$5.25 M*

\* Inclusive of associated Administrative and Program Support Costs.

An interactive map to identify disadvantaged communities may be accessed at:  
[www.arb.ca.gov/cc-communityinvestments](http://www.arb.ca.gov/cc-communityinvestments).

Farmworker Housing Administrators are not required to have equal targets in each county (i.e., the disadvantaged communities' requirement could be met solely in one county).

In the event LIWP funding levels or allocations change, CSD reserves the right to make changes to the funding allocations specified, and the Farmworker Housing Administrator shall adhere to such changes.

### 3.8 Key Performance Indicators

Key performance indicators have been established for Farmworker Housing Administrators. Farmworker Housing Administrators shall accomplish the following key milestones and performance objectives:

- Initiate marketing and outreach and direct service activities within 90 days of contract execution;
- Expend fifty percent of direct program allocation by June 30, 2020;
- Fully expend contract funds by December 31, 2020;

- Achieve minimum county expenditure of 10% of direct service budget per county; and
- Fulfillment of leveraged resource or match funding commitments identified in the proposal.

Farmworker Housing Administrators shall be held accountable for plans submitted in their proposals, so Proposers must ensure that firm commitments are obtained from the Project Team members and all plans included are fully formulated and ready to be implemented. Failure to meet key performance indicators may result in written notice of nonperformance, loss of funding, or loss of consideration for future contracts with CSD.

### **3.9 Leveraged Funding**

A specific level of leveraged funding or match dollars to perform energy efficiency or Solar PV services is not required; however, Farmworker Housing Administrators should take advantage of other resources, such as renewable energy or low-income assistance initiatives. External funding sources could also be leveraged for:

- Labor or materials (in-kind contributions);
- Rebates;
- Property repair or rehabilitation;
- Remediation of household health and safety issues; and
- Workforce development and employment.

Farmworker Housing Administrators are expected to seek all available rebates in order to reduce program Measure costs. However, Farmworker Housing Administrators cannot request reimbursement in amounts that exceed the costs included in their proposal, regardless of whether there are changes to the availability of rebates during the Contract term. While a Proposer may use rebates to reduce its proposed costs, it does so at its own risk.

If leveraged funds are obtained from other programs providing reimbursement for available Measures (e.g., Low Income Home Energy Assistance Program (LIHEAP) or Energy Savings Assistance (ESA)), costs and reimbursement for an individual Measure cannot be split between LIWP and those programs.

### **3.10 Farmworker Housing Eligibility**

The Farmworker Housing Administrator will be responsible for assessing, verifying and documenting the eligibility of all households and buildings served within the awarded

service area region, in compliance with the following subsections. Additionally, CSD will work with Farmworker Housing Administrators to implement self-certification procedures and to develop Eligibility and Verification Guidelines, with which the Farmworker Housing Administrators shall comply.

### 3.10.1 Dwelling Types

Given the range of farmworker housing types in various communities, CSD is broadening dwelling type eligibility for this program component. Energy efficiency services will be available to single-family homes (including mobile homes and manufactured housing) and stand-alone buildings of 2-4 units occupied by low-income farmworker families, whether owner-occupied or rentals. Not all energy efficiency Measures are applicable for those residing in mobile homes. If a 2-4 unit building has at least 50 percent of the units occupied by low-income farmworkers, eligibility for whole-building Measures will be determined on a case-by-case basis by CSD.

Only single-family homes occupied by qualifying homeowners are eligible to receive Solar PV and fuel switching Measures. If a 2-4 unit building has one owner-occupied unit, eligibility for Solar PV will be determined on a case-by-case basis by CSD.

Owners of rental properties will be required to complete a CSD form to provide permission to install any Measures and to certify that rents will not be increased, and tenants shall not be evicted for a period of two years solely due to Measures installed.

### 3.10.2 Verification of Farmworker Status

Eligibility for all Measures will be restricted to dwellings verified to be occupied by a low-income farmworker or farmworker family. To verify eligibility as a farmworker, household applicants will be required to provide documentation demonstrating a household member has worked as a farmworker within the twelve months preceding the date of their application. For verification purposes, the following definitions from the California Labor Code section 1140.4(a)-(b) will be applied, in which “agricultural employee” or “employee” shall be synonymous with “farmworker”:

*(a) The term “agriculture” includes farming in all its branches, and, among other things, includes the cultivation and tillage of the soil, dairying, the production, cultivation, growing, and harvesting of any agricultural or*

*horticultural commodities (including commodities defined as agricultural commodities in Section 1141j(g) of Title 12 of the United States Code), the raising of livestock, bees, furbearing animals, or poultry, and any practices (including any forestry or lumbering operations) performed by a farmer or on a farm as an incident to or in conjunction with such farming operations, including preparation for market and delivery to storage or to market or to carriers for transportation to market.*

*(b) The term “agricultural employee” or “employee” shall mean one engaged in agriculture, as such term is defined in subdivision (a). However, nothing in this subdivision shall be construed to include any person other than those employees excluded from the coverage of the National Labor Relations Act, as amended, as agricultural employees, pursuant to Section 2(3) of the Labor Management Relations Act (Section 152(3), Title 29, United States Code), and Section 3(f) of the Fair Labor Standards Act (Section 203(f), Title 29, United States Code).*

*Further, nothing in this part shall apply, or be construed to apply, to any employee who performs work to be done at the site of the construction, alteration, painting, or repair of a building, structure, or other work (as these terms have been construed under Section 8(e) of the Labor Management Relations Act, 29 U.S.C. Sec. 158(e)) or logging or timber-clearing operations in initial preparation of land for farming, or who does land leveling or only land surveying for any of the above.*

*As used in this subdivision, “land leveling” shall include only major land moving operations changing the contour of the land, but shall not include annual or seasonal tillage or preparation of land for cultivation.*

### 3.10.3 Income or Categorical Eligibility Verification

The Farmworker Housing Administrator shall ensure that program participants meet either income or categorical program eligibility guidelines. Eligibility guidelines for the program are as follows:

**Household Income Verification:** Household income eligibility is set at the AB 1550 definition of at or below 80 percent of State Median Income (SMI) or 80 percent of the area median income (AMI), whichever is higher. AMI is subject to annual changes based upon the U.S. Department of Housing and Urban Development's income guidelines. Information on current income eligibility in each county (80 percent of AMI is deemed “low-income”), and an online tool to

determine the most generous low-income threshold by county and household size, are available at: [www.arb.ca.gov/cc-communityinvestments](http://www.arb.ca.gov/cc-communityinvestments). Income may be verified through pay stubs or confirmation from an employer.

**Categorical Eligibility:** Categorical eligibility may be used in lieu of income eligibility to determine eligibility for households to receive energy efficiency and solar PV services. Qualifying programs for categorical household eligibility will be restricted to those with income eligibility standards that are in accord with the household income eligibility standard aligned with the AB 1550 definition. The list of categorical eligible include: CalWORKS (Temporary Need for Families – TANF) and CalFresh (Supplemental Nutrition Assistance Program – SNAP).

### 3.10.4 Customer Consent

The Farmworker Housing Administrator shall, per the intake form, ensure that all program participants receiving utility services ~~from an Investor-Owned Utility (IOU) company~~ consent to the IOU's release of the participant's annual energy usage data for two years prior to service and three consecutive years post installation of Measures. The signed ~~customer consent~~ shall intake form authorizes utility IOU companies to release annual energy usage data directly to CSD to help evaluate program impacts on energy savings and greenhouse gas emission reductions. The authorized collection of annual energy usage data is limited to the residence where services are performed.

### 3.11 Approved Measures

LIWP services include a broad array of offerings (also referred to as Measures), encompassing energy efficiency retrofits, installation of solar energy generating (Solar PV) systems, Solar Water Heating (SWH) systems, and general housing repairs to support the installation of energy measure offerings and services on eligible homes.

In addition, CSD has developed technical installation standards and program guidelines for assessing the feasibility of energy efficiency and solar Measures on qualified dwellings that ensures the installation and performance of LIWP Measures meets or exceeds accepted industry standards. Farmworker Housing Administrators and all Project Team members must adhere to these technical installation standards and program guidelines. Factors that affect the feasibility of LIWP Measures include:

- Climate Zone
- Dwelling Conditions

- Age and condition of existing systems and appliances
- The number of occupants in the home and their existing energy use patterns
- Whether conditions of the property permit the Measures to be installed
- Addressing health and safety and home repairs in support of LIWP Measure installations

Additional considerations apply for the assessment of SWH and/or Solar PV installation. Installation of SWH or Solar PV may be assessed as feasible on a percentage of homes or structures (e.g., garage or carport or other out-building) based on considerations including:

- Proper orientation of home or structure
- Available unshaded roof space

The Farmworker Housing Administrators and Project Team will likely encounter housing conditions that will challenge the ability to install energy efficiency and solar Measures. These may include poor roof conditions and unsafe interior living conditions, and combustion appliance safety hazards including non-operable heating and/or cooling appliances.

In recognition of the challenges that may need to be overcome to provide energy efficiency and solar Measures to qualified households, Measures under this program component include diagnostic testing and those addressing health and safety concerns and limited home repair needs. CSD has also developed cost caps to limit the expenditures associated with health and safety and home repair, both for individual Measures and for each home. Exceeding cost caps for repair or replacement of appliances associated with health and safety conditions shall require the Farmworker Housing Administrators to leverage other approved programs, such as CSD's LIHEAP or utility energy assistance programs.

The Farmworker Housing Administrators shall ensure that all feasible energy efficiency Measures are identified during assessment and are prescribed for installation based on CSD's established assessment protocols for ensuring the thoroughness of dwelling assessments. A complete list of LIWP approved Measures, installation standards, dwelling assessment protocols, and procedures, can be found in the Bidders' Library. All Measures and Measure categories are also included in the RFP's Attachment 5: Budget Proposal Worksheet Tool.

The Farmworker Housing Administrators are responsible for ensuring that they, their Subcontractors, and their Partners hold the licenses necessary to perform the services



they are each proposed to under this contract. The CSD license requirements for each Measure are in the Measure Standards document in the Bidders' Library. CSD reserves the right to request proof of the Project Team's licenses during the procurement and Contract periods.

### 3.12 Program Guidelines

LIWP Farmworker Program Guidelines, including forms, measure standards, diagnostic protocols, policies, and other documents are prepared in accordance with Government Code section 12087.5 through a public process. The Project Team must adhere to these LIWP documents as established and as amended by CSD throughout the life of the project. These documents are available in the Bidders' Library and will also be made available to the Farmworker Housing Administrators post-award.

Farmworker Housing Administrators are advised that the requirements contained in these LIWP Farmworker documents are extensive and detailed and must be understood and complied with. Farmworker Housing Administrators are responsible to ensure that their Subcontractors and Partners understand these documents and follow them, as applicable. The Farmworker Housing Administrators shall ensure that if Subcontractors or Partners have questions regarding the use of the LIWP Farmworker Program Guidelines, forms, Measure standards, diagnostic protocols, and policies, those questions are addressed to the Farmworker Housing Administrators. CSD will be available to answer questions only from the Farmworker Housing Administrators.

### 3.13 Warranties

Farmworker Housing Administrators and their Subcontractors and Partners are responsible for adhering to CSD warranty policies. See sections 7.3 and 9.0 of the *LIWP Farm Worker Measure Standards for General Installation Guidelines*, available at [www.csd.ca.gov/liwp/farmworker](http://www.csd.ca.gov/liwp/farmworker) for additional minimum warranty requirements.

### 3.14 Marketing Guidelines

Farmworker Housing Administrators are required to adhere to the California Climate Investments (CCI) Style Guide (see Bidders' Library) when conducting marketing and outreach activities for the program. This guide serves as a reference for grantees and contractors implementing CCI projects and programs around the state to ensure brand and messaging consistency.



### 3.15 Reporting Requirements

Reporting and recordkeeping requirements will be the responsibility of the Farmworker Housing Administrators and their Project Teams. All reports must be consistent with the quantification methodologies and reporting guidance developed by CARB and the requirements established by CSD. CARB's funding and reporting guidelines are available at: [www.arb.ca.gov/ccifundingguidelines](http://www.arb.ca.gov/ccifundingguidelines). The Farmworker Housing Administrators shall ensure that the following reporting requirements are met:

#### 3.15.1 Project Level Reporting

The Farmworker Housing Administrators are required to collect data detailing each completed energy efficiency and solar PV installation. Project level information reported to CSD will include, but is not limited to:

- Applicant Information (Household size, income, demographics, etc.)
- Project location;
- Project type;
- Building characteristics;
- Whole house assessment and energy audit results;
- Specific services or Measures installed;
- Diagnostic testing results;
- Historical building energy usage; and
- Solar PV/SWH system design and specifications.

Project level reporting will be transmitted in XML using CSD's WCF web services or Application Programming Interface (API) to the eCORE Weatherization System. Specific data exchange protocols, including file format specifications and required data, can be found in the draft Data Transfer Rules documentation located in the Bidders' Library.

#### 3.15.2 Financial Reporting

Farmworker Housing Administrators shall, at a minimum, submit a monthly expenditure report for the purposes of expense reimbursement on Indirect and Direct Program expenditures. Expenditures will be submitted to CSD's Expenditure Activity Reporting System (EARS). The EARS report consists of a

set of web forms that require a breakout of the various billable expenditures being reported for the period.

### **3.15.3 Progress Reporting**

The Farmworker Housing Administrators must also report progress in program implementation, including, but not limited to ramp-up activities, marketing and outreach activities, progress towards intake, assessment and installation goals, challenges identified, and resolutions implemented.

In addition to any monthly reporting requirements mentioned above, Farmworker Housing Administrators will be required to provide regular updates through telephone conference calls, emails and in-person meetings as may be required by CSD.

### **3.15.4 Workforce Development Reporting**

The Farmworker Housing Administrators will also be required to track and report to CSD workforce information in accordance with the recordkeeping and reporting guidance developed by CARB (e.g., jobs and training opportunities created, hours worked, wages, employee benefits, and whether employees are residents of disadvantaged or low-income communities). These individuals may be existing or new employees of the Farmworker Housing Administrators or subcontractors. Workforce Development reporting requirements and format will be determined between CSD and the Farmworker Housing Administrator.

### **3.15.5 Co-Benefits Reporting – Other Leveraged Sources**

Farmworker Housing Administrators will be required to electronically submit a quarterly report that quantifies leveraged resources and outcomes. Required reporting fields will be specific to the leveraging strategies identified as part of the proposal. The format of the report and mode of transmission to CSD will be determined at time of award.

### **3.15.6 Quality Assurance Reports**

Farmworker Housing Administrators will be required to electronically submit a monthly narrative report that summarizes the number of completed energy efficiency and solar PV projects that have received quality assurance inspections during the period, the results of those inspections and any corrective procedures

and/or actions implemented to address any identified issues. Additionally, the report shall denote the status and end resolution of any customer service complaints received during the reporting period.

### 3.15.7 Close-Out Report, Record Retention, and Other Reporting Requirements

The Farmworker Housing Administrators shall provide to CSD, at the end of the contract, a close-out report to summarize all fiscal activities, implementation activities, efforts, findings and lessons learned through the contract. At a minimum, the Farmworker Housing Administrators will be required maintain all project records for three years after contract close. CSD may also impose other reporting requirements that will allow CSD to track and manage progress towards goals, and to report, as necessary, to other agencies and organizations who seek updates on the progress of GGRF spending. Some project information will be publicly available.

## 4 ADMINISTRATIVE REQUIREMENTS

### 4.1 Contract Terms and Conditions

The Contracts awarded as a result of this RFP shall include, but not be limited to the following:

- *General Terms and Conditions, GTC-04/2017*, provided herein as Exhibit C of Attachment 11, *Standard Agreement (Std. 213)*, and also available at [GTC 04/2017](#).
- *Special Terms and Conditions* provided herein Exhibit D of Attachment 11, *Standard Agreement (Std. 213)*.
- *Contractor Certification Clauses, CCC-04/2017*, provided herein as Attachment 7, and also available at [CCC 04/2017](#).

### 4.2 State Certifications

The State of California requires Proposers responding to RFPs of this type to include the following certifications with their proposals, as applicable. Please refer to the appropriate attachment for more details.

- Secretary of State Registration, if applicable (Attachment 2)
- Certification of Status (Attachment 3)

- Iran Contracting Act Certification (Attachment 4)
- Darfur Contracting Act of 2008, if applicable (Attachment 8)
- Certification of Financial Solvency for Non-Profit Organizations, if applicable (Attachment 9)
- California Civil Rights Certification (Attachment 19)

### 4.3 Insurance and Fidelity Bond

Insurance and fidelity bond requirements are specified in Attachment 11, Exhibit D, Section 12. Proposers selected for Contract award must submit the required proof of insurance and fidelity bond to CSD prior to Contract approval by CSD.

## 5 PROCUREMENT PROCESS AND INFORMATION

The following subsections provide the information, guidelines and instructions necessary to participate in this procurement.

### 5.1 Key Action Dates

The following table indicates key dates for this procurement. All times are 5:00 PM Pacific Time unless stated otherwise. All dates after the Final Proposal due date are subject to change without RFP addendum.

Table 2, Key Action Dates

Date	Item Description
1/22/2019	2019-RFP-64 is released
2/6/2019	Bidders' Conference (10:00 AM to 2:00 PM Pacific Time)
2/8/2019	Potential Proposers submit optional <i>Letter of Intent to Bid</i>
2/12/2019	Last day for Proposers to submit written questions
2/19/2019*	Last day for Proposers to request a change in the requirements of the RFP
<b>3/7/2019</b>	<b>Last day for Proposers to submit Final Proposals (due by 5:00 PM Pacific Time)</b>
4/15/2019	CSD posts the " <i>Notification of Intent to Award</i> "
4/22/2019**	Last Day for Proposers to Protest the Intent to Award
4/23/2019	Proposed Award Date

\* Or five (5) work days following the last Addendum that changes the requirements of the RFP, whichever is later.

\*\* Or five work days from the actual date that CSD posts the “*Notification of Intent to Award*”.

## 5.2 Optional Bidders’ Conference

A Bidders’ Conference will be held at the date and time listed in the Key Action Dates of RFP section 5.1 at the location listed below. Attendance at the Bidders’ Conference is not mandatory, but Proposers are strongly encouraged to attend in person, or at least by remote access.

The location of the Bidders’ Conference is:

2389 Gateway Oaks Drive, MLK Conference Room  
Sacramento, CA 95833

If attending in person, please register utilizing the link below.

<https://www.surveymonkey.com/r/F67535K>

A webinar option has also been made available and participants may register using the link below.

<https://attendee.gotowebinar.com/register/7430427408945005069>

The Bidders’ Conference facility is wheelchair accessible. If other ADA accommodations are needed for either the facility, the presentation or the webinar, as soon as possible please contact:

Deidre Williams  
California Department of Community Services and Development  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833  
Email: [deidre.williams@csd.ca.gov](mailto:deidre.williams@csd.ca.gov)  
Telephone: (916) 576-4378

### 5.3 Procurement Official

The Department's Procurement Official is the State's designated authorized representative regarding this procurement.

Proposers are directed to communicate with the Procurement Official at the address below to deliver proposals, and unless otherwise noted should submit all other formal correspondence regarding this procurement to:

Tina Schaffer, Contracts Unit  
California Department of Community Services and Development  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833  
E-mail: [LIWP@csd.ca.gov](mailto:LIWP@csd.ca.gov)  
Phone: (916) 576-5312

Questions and requests for changes may be submitted via email.

### 5.4 Proposer Questions and Requests

Proposers requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bidding process may request clarification by submitting questions, in an email or envelope clearly marked "Questions Relating to 2019-RFP-64" to the Procurement Official listed in RFP section 5.3. Proposers should submit their questions directly to the Procurement Official and not through the RFP's Cal eProcure website. Each question should reference the RFP section and title pertaining to the question.

If the Proposer believes that one or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints on the Proposer in proposing less costly or alternate solutions, the Proposer may request a change to the RFP by submitting, in writing, the recommended change(s) and the facts substantiating the belief and reasons for making the recommended change. Such requests must be submitted to the Procurement Official by the date specified in RFP section 5.1, *Key Action Dates*, for submitting a request for change. Requests may be submitted via email or mail. The determination of acceptance of any request for a change shall be the sole prerogative of the State.

To ensure a response, questions and requests must be received via email or envelope, by the scheduled dates given in RFP section 5.1, *Key Action Dates*. Questions and requests received after the dates indicated will only be responded to by the Department as time allows as solely determined by CSD, and therefore may remain unanswered. Question and answer sets, and responses to requests for changes and CSD's responses,

will be provided to all potential Proposers via posting on the State's Cal eProcure procurement website without identifying the name of the entity or person submitting the question. At the sole discretion of CSD, questions and requests may be edited by CSD for clarity.

At its discretion, CSD reserves the right to contact the submitting Proposer to seek clarification. If a potential Proposer fails to report a known or suspected problem with this RFP or fails to seek clarification and/or correction of the RFP, the potential Proposer submits a proposal at their own risk.

Any material changes to the RFP will be made in the form of an addendum that will be posted on the Cal eProcure website.

It is each Proposer's responsibility to:

- Carefully read the entire RFP, including all referenced web addresses, regulations, orders and statutes cited in this RFP;
- Ask appropriate questions in writing and in a timely manner if clarification is needed;
- Submit all required responses, completed to the best of the Proposer's ability, by the required dates and times;
- Make sure that all procedures and requirements of the RFP are accurately followed and appropriately addressed; and
- Carefully reread the entire RFP before submitting a proposal.

Only written questions and written answers released by the Procurement Official shall be binding upon the Proposers and the State. **Oral answers shall not be binding on the State.**

## 5.5 Letter of Intent to Bid

Proposers are encouraged to submit an optional *Letter of Intent to Bid* to the Procurement Official by the date indicated in RFP section 5.1, *Key Action Dates*, using Attachment 13, *Letter of Intent to Bid*. The submittal may be via email. The letter should indicate the proposing's organization's name and address, the Proposer's individual designated as its single point of contact for notifications or correspondence to or from the State, and the contact's phone number and email address. Proposers should notify the Procurement Official whenever their intent to bid changes or whenever there is a change in the Proposer's contact information.

A *Letter of Intent to Bid* does not obligate the Proposer to submit a Final Proposal. Proposers who become aware of the RFP after the date to submit the *Letter of Intent to Bid*, and who also wish to potentially submit a Final Proposal, should submit their *Letter of Intent to Bid* at the earliest possible time.

In addition, Proposers and any interested parties may sign up at the RFP's Cal eProcure website to receive notices of this RFP's updates and related procurement postings.

## **5.6 Bidding Rules**

### **5.6.1 Oral Understandings**

No oral understanding or agreement shall be binding on either the State or the Proposer.

### **5.6.2 Identification and Classification of RFP Requirements**

The State has established certain requirements with respect to bids to be submitted by prospective Contractors. The use of "shall", "must," or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State.

The words "should" or "may" in the RFP indicate desirable attributes or conditions but are non-mandatory in nature. Deviation from or omission of such a desirable feature, even if material, will not in itself cause rejection of the proposal.

### **5.6.3 Irrevocable Offer**

A Proposer's proposal is an irrevocable offer for 120 days following the scheduled date for contract award specified in RFP section 5.1, *Key Action Dates*. A Proposer may extend the offer in the event of a delay of contract award.

### **5.6.4 Examination of the Work**

The RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Proposers, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Proposer responsibilities. Proposers must take the responsibility to carefully read the entire RFP, ask appropriate questions in a timely manner, submit all required responses in a



complete manner by the required date and time, make sure that all procedures and requirements of the RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting Proposal.

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available to the Proposer and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

#### **5.6.5 Errors**

If a Proposer discovers any ambiguity, conflict, omission, or other error in the RFP, the Proposer shall immediately notify CSD of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice to all parties who requested the RFP, without divulging the source of the request for clarification. If a Proposer fails to report a known or suspected problem with this RFP or fails to seek clarification and/or correction of the RFP, the Proposer submits a Proposal at his/her own risk.

#### **5.6.6 Addenda**

The State may modify the RFP prior to submission of proposals by the issuance of an addendum to all Proposers who are participating in the bidding process at the time the addendum is issued. Addenda will be numbered consecutively and posted on the RFP section of Cal eProcure. Only the latest version of the RFP documents, as may be modified by any addenda, will be the correct and valid RFP to which Proposers must be responsive.

The State also reserves the right to cancel this RFP at any time.

#### **5.6.7 Joint Bids and Multiple Bids**

Joint Bids shall not be allowed.

More than one proposal from a Proposer under the same or different names will not be considered for the same region.

### **5.6.8 Confidentiality**

The contents of all proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Proposer's proposal shall be held in the strictest confidence until publication of the Notification of Intent to Award. Proposers should be aware that marking a document "confidential" or "proprietary" in a proposal may exclude it from consideration for award and will not keep that document from being released as part of the public record after the Notice of Intent to Award, unless a court has ordered the State not to release the document. The content of all working papers and discussions relating to the Proposer's proposal shall be held in confidence indefinitely, unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or the evaluation of the Proposal. Any disclosure of confidential information by the Proposer is a basis for rejecting the Proposer's proposal and ruling the Proposer ineligible to further participate.

### **5.6.9 Proposer's Cost**

Costs incurred for developing proposals, for participating in the procurement, and in anticipation of award of the agreement, are entirely the responsibility of the Proposer and shall not be charged to the State of California.

### **5.6.10 False or Misleading Statements**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

### **5.6.11 Modifying, Withdrawing or Resubmitting of Proposals**

Before submitting a response to this solicitation, Proposers should review their response and correct all errors and confirm compliance with the RFP requirements.

A Proposer may, by letter to the Procurement Official listed in RFP, section 5.3, withdraw or modify a submitted proposal before the deadline to submit proposals. The Proposer may thereafter submit a new or modified proposal prior to the

proposal submission date and time. Proposals cannot be changed after the deadline to submit.

#### **5.6.12 Rejection of Proposals**

Proposals must be submitted for the performance of all the services described herein.

A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the Contract or agreement.

The State reserves the right to reject all proposals or declare them as Draft Proposals and establish a new date and time for resubmission of proposals. CSD is not required to award a Contract or an agreement as a result of this RFP.

#### **5.6.13 Disposition of Proposals**

Upon Proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.), and shall be subject to review by the public upon publication of the *Notice of Intent to Award*.

### **5.7 Proposal Submission Instructions**

This section contains the format requirements and instructions on how to submit a Proposal. The format is prescribed to assist the Proposer in meeting State bidding requirements and to enable CSD to evaluate each Proposal uniformly and fairly. Proposers must follow all Proposal format instructions, answer all questions, and supply all required documents.

Proposals must comply with all RFP requirements. Before submitting a response to this RFP, Proposers should review the proposal, correct all errors, and confirm compliance with the RFP requirements. Not complying with all the RFP requirements may be cause for a Proposal to be rejected.

### 5.7.1 Required Documents

A list of all required documents for this solicitation is included in the Proposer Certification Sheet and Checklist (see Attachment 1). Proposals not including all the listed items, with proper signatures when required, shall be deemed non-compliant. ***A non-compliant Proposal is one that does not meet the minimum proposal requirements and may be rejected.***

### 5.7.2 Required Format for a Proposal

Proposals shall be submitted and tabulated in three-ring binders. An electronic copy of the Proposal on CD-ROM or USB drive must be submitted to CSD with the physical printed copies (see Attachment 1, *Proposer Certification Sheet and Checklist*).

### 5.7.3 Number of Copies

Proposers must submit one (1) original Proposal with all required attachments that meet the requirements for this RFP, plus eight (8) ~~ten (10)~~ paper copies of the Proposal with copies of all relevant attachments. The original Proposal must be marked “**ORIGINAL.**” All documents contained in the original Proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional Proposal sets may contain photocopies of the original package.

### 5.7.4 Delivery and Labeling

Proposals must be received by the date and time listed in RFP section 5.1, Key Action Dates by the CSD Contracts Unit. Proposals must be in a sealed package and must be delivered in person, by mail, or by a commercial delivery service. Faxed and emailed Proposals will not be accepted. It is not sufficient to postmark or initiate commercial delivery by the Proposal due date if the Proposal is not physically delivered by the due date and time. Leaving the Proposals at the CSD Contract Office without a CSD staff member confirming delivery shall be at the risk of the Proposer. This office is open 8:00 a.m. to 5:00 p.m., Monday through Friday, except State holidays.

Mail or deliver the Proposal to the address listed below. Include the following label information and deliver your Proposal in a sealed package:

*Figure 2, Example of a Proposal Label*

Proposer's Name Street Address City, State, Zip Code	DO NOT OPEN  2019-RFP-64 Tina Schaffer, Contracts Unit Department of Community Services and Development 2389 Gateway Oaks Drive, Suite 100  Sacramento, California 95833-4246
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## 6 PROPOSAL REQUIREMENTS AND MAXIMUM POINTS

Proposers must submit a separate proposal for each region being bid. Proposals shall include the required elements as specified in this section, along with all required attachments. Failure to provide a detailed proposal and/or submitting the Budget Proposal Worksheet Tool with missing or incomplete information will cause the Proposer to obtain fewer points in the solicitation evaluation and/or be deemed non-compliant. Farmworker Housing Administrators will be held accountable for plans and commitments submitted in their proposals, which will be incorporated into any resulting contract. Therefore, Proposers are strongly encouraged to obtain firm commitments from all proposed Subcontractors and Partners, and to ensure that all plans included in the proposal are fully formulated and ready for implementation.

In summary, the requirements and associated available points are as follows:

*Table 3, Distribution of Maximum Possible Points*

TOTAL POSSIBLE POINTS			
<b>Requirement 1: Project Team Description</b>			<b>500</b>
Part A, Proposer		250	
Energy Efficiency and Solar PV Experience	60		
Farmworker and Low-Income Experience	70		
Management Capacity	50		
Community Ties	70		
Part B, Subcontractors and Partners		210	
Energy Efficiency and Solar PV Experience	70		
Farmworker and Low-Income Experience	70		
Community Ties	70		
Part C, Project Organization Chart and Narrative		40	

<b>Requirement 2: Statement of Understanding of Regional Needs</b>	<b>150</b>	
<b>Requirement 3: Community Engagement Plan</b>	<b>150</b>	
<b>Requirement 4: Marketing and Outreach Plan</b>	<b>200</b>	
<b>Requirement 5: Workplan</b>	<b>500</b>	
Part A, Ramp Up	100	
Part B, Service Delivery Plan	300	
Part C, Quality Assurance Plan	100	
<b>Requirement 6: Burdens and Co-benefits Statement</b>	<b>200</b>	
Part A, Burdens	50	
Part B, Co-Benefits	150	
<b>Requirement 7: Budget Proposal Worksheet Tool; Budget Narrative</b>	<b>300</b>	
Part A, Measure Costs and Allocation – Energy Efficiency	100	
Part B, Measure Costs and Allocation – Solar PV	50	
Part C, Budget Narrative	150	
<b>TOTAL POSSIBLE POINTS:</b>	<b>2,000</b>	

Descriptions of each of the evaluated requirements identified above are provided below.

## 6.1 Requirement 1: Project Team Description (500 Points)

In general, the Project Team will be assessed based on its ability to demonstrate relevant experience and successful performance, as evidenced by several factors including:

- The length and breadth of experience in, and successful implementation of, energy efficiency and renewable energy programs;
- Experience administering and providing supportive services to farmworker and low-income communities;
- Community ties across the six-county region to be served;
- References for relevant work; and
- Organizational capacity to design and implement a program infrastructure with multiple partners.

Guidelines for proposal requirement responses are below and specific evaluation criteria are included in Section 7 and Attachment 10.

### Part A, Proposer (250 Points)

#### A1 Proposer Overview

Provide a narrative overview of Proposer organization's history, qualifications, experience, current resources, and accomplishments related to administering and providing energy efficiency and renewable energy services, and supportive services to farmworkers and low-income households.

## **A2 Energy Efficiency and Solar PV Experience (60 points)**

Describe Proposer's experience in providing energy efficiency and solar PV services. At a minimum, this description should address the following:

- i. The Proposer's history, qualifications, experience, current capacity, and performance related to providing energy efficiency and renewable energy services. As applicable, describe Proposer's experience providing these services to low-income households and within the region being bid.
- ii. Clearly explain the Proposer's own role in program implementation and service delivery on a county-by-county basis for all six counties in the region being bid. If applicable to the type of services being performed, identify relevant license types (e.g., Class B) held by the Proposer.
- iii. Summarize the Proposer's experience with and performance of energy efficiency and renewable energy programs (e.g., LIWP, LIHEAP, ESA). Proposer shall provide a summary for each program, including the allocated funding, term, and an assessment of its performance and outcomes under the program (e.g., "successfully completed all program activities during the contract term"; "did not fully expend program dollars within contract term"; "was placed on high risk", etc.).
- iv. Identification of Proposer's key staff members (e.g., management, staff responsible for the successful provision of services), their project roles, and their requisite experience in providing energy efficiency and solar PV services. The proposal may include, and reference, staff resumes to substantiate the narrative.
- v. Provide at least one reference (Use Attachment 6: *References Sheet*) for an organization for which the Proposer administered energy efficiency and Solar PV program services similar to this project within the past eight years.

## **A3 Farmworker and Low-Income Experience (70 points)**

Describe Proposer's experience administering and providing supportive services to farmworker and low-income communities. At a minimum, this description should address the following:

- i. The Proposer's experience administering and providing supportive services to farmworker and low-income communities, generally, and in the region being bid. Proposer's experience in administering programs for which funding is specifically intended to serve farmworker populations is desirable.
- ii. Identification of Proposer's key staff members (e.g., management, staff responsible for the successful provision of services), their project roles, and their requisite experience in administering and providing supportive services to farmworker and low-income communities. The proposal may include, and reference, staff resumes to substantiate the narrative.

- iii. Provide at least one reference (See Attachment 6: *References Sheet*) of an organization for which the Proposer administered farmworker programs within the past eight years.

#### **A4 Management Capacity (50 points)**

Describe Proposer's experience managing teams and projects similar in scope and nature to that which is being proposed. This description should include Proposer's approach and organizational capacity to quickly design and implement a program infrastructure with multiple Subcontractors and Partners.

#### **A5 Community Ties (70 points)**

Describe Proposer's ties to farmworker and low-income communities across the six-county region being bid. Community ties may take many forms, such as direct services, philanthropy, partnerships, events, community services, hiring and purchasing practices, training, and outreach, and they may cut across many sectors and institution types, such as housing, education, health, social services, and both not-for-profit and for-profit organizations. Demonstrate with specificity how your community ties are relevant and will strengthen your ability to successfully provide the services described in this RFP, including community engagement, marketing and outreach, intake, administration, and direct service provision.

Responses will be evaluated on the extent and relevance of the Proposer's ties to the community being served by the program. As a result, farmworker community ties and/or the provision of targeted, direct services to the farmworker community will generally be valued more than only low-income or other community ties. The depth and breadth of community ties across the region, and how those ties will be leveraged, will also be considered.

### **Part B, Subcontractors and Partners (210 Points)**

This section pertains to the plan for and qualifications of the Proposer's team of Subcontractors and Partners. Proposal responses for this section will be evaluated on the overall team of proposed Subcontractors and Partners. Team members who have county-specific experience are highly desired, but not required.

#### **B1 County-by-County List of Subcontractors and Partners (Attachment 16)**

For each of the six counties in the region being bid, identify the Subcontractors and Partners that will assist in program implementation and service delivery and briefly identify their role and measure categories in each county for which they are



listed (e.g., “Outreach Workers”; “Solar PV Installer”). Use the template provided in Attachment 16 to capture your response. The proposed Project Team for each county must be able to perform all the direct services required by the program.

## **B2 Subcontractor and Partner Descriptions (Attachment 17)**

For each Subcontractor and Partner proposed to provide service in the region being bid, complete a separate Project Team Member Description Form, Attachment 17. Complete all required fields, including a separate County Description section for each county to be served by a given Subcontractor or Partner. The following information must be completed into the form:

### **i. General Experience**

Provide an overview of the Subcontractor or Partner entity that includes, at a minimum, a brief company history and description of the types of services provided and clients served. This description should include any relevant experience performed in the region that is not covered in the County Descriptions.

### **ii. Team Member Information**

For each county to be served by the Subcontractor or Partner, provide a short description of their proposed role and Measures to be installed in that county.

### **iii. Energy Efficiency and Solar PV Experience (70 points)**

Provide a narrative that, at a minimum, addresses the items listed below:

- Detail Team member’s history, qualifications, experience, current capacity, and performance related to providing energy efficiency and renewable energy services in the county assigned to serve. As applicable, describe ~~Proposer’s~~ each Team member’s experience providing these services to low-income households within the county. The description also should demonstrate the Team member’s capacity to utilize energy audit tools for energy efficiency, Solar PV and solar water heating.
- If a team member has been involved in other energy efficiency or renewable energy programs (e.g., LIWP, LIHEAP, ESA), list each program and provide an assessment of their performance under that program (e.g., “successfully completed all program activities during the contract term”; “did not fully expend program dollars within contract term”; “was placed on high risk” etc.).
- Identification of ~~Proposer’s~~ each Team member’s key staff members (e.g., management, staff responsible for the successful provision of

services), their project roles, and their requisite experience in providing energy efficiency and solar PV services. The proposal may include, and reference, staff resumes to substantiate the narrative.

**iv. Farmworker and Low-Income Experience (70 points)**

Provide a narrative that, at a minimum, addresses the items listed below:

- Describe Team member's experience and performance providing supportive services to farmworker and low-income communities in the county assigned to provide services. (Note: Team members who have experience within farmworker communities are highly desired, but not required.);
- If applicable, demonstrate each Team member's experience administering farmworker programs, where funding was specifically provided with the intent to serve the farmworker populations and not generically allocated to low-income individuals and families.
- Identification of ~~Proposer's~~ each Team member's key staff members (e.g., management, staff responsible for the successful provision of services), their project roles, and their requisite experience in providing support services to farmworker and low-income communities. The proposal may include, and reference, staff resumes to substantiate the narrative.

**v. Community Ties (70 points)**

Describe each team member's local community ties and physical presence in each county the Subcontractor or Partner has been proposed to provide service. Community ties may take many forms, such as direct services, philanthropy, partnerships, events, community services, hiring and purchasing practices, training, and outreach, and they may cut across many sectors and institution types, such as housing, education, health, social services, and both not-for-profit and for-profit organizations. Demonstrate with specificity how the community ties are relevant and will strengthen the team's ability to successfully provide the services described in this RFP, including community engagement, marketing and outreach, intake, administration, and direct service provision.

Responses will be evaluated on the extent and relevance of the Subcontractor or Partner's ties to the community being served by the program. As a result, farmworker community ties and/or the provision of targeted, direct services to the farmworker community will generally be valued more than only low-income or other community ties. The depth and breadth of community ties in the county, and how those ties will be leveraged, will also be considered.

### **B3 Statement of Team Member Commitment (Attachment 18)**

For each Subcontractor and Partner identified in the proposal, provide a completed and signed Statement of Team Member Commitment (Attachment 18). The statement of commitment is intended to address the need for Project Team members to remain obligated to this effort and the role identified for the duration of the project. Any Subcontractor or Partner that lacks this form may be excluded from the evaluation and may impact the Proposer's proposal score and/or responsiveness.

## **Part C, Project Organization Chart and Narrative (40 Points)**

Describe the Project Team structure and the mechanisms by which the Proposer will ensure effective project performance and accountability from all Project Team members throughout the term of the agreement to ensure that project goals and objectives are met. Clearly identify the roles and responsibilities of the Proposer, Subcontractors, and Partners and key staff accountable under this program, including but not limited to administration, implementation, marketing and outreach, community engagement, service delivery, and workforce development. Include an organization chart as part of your response.

### **6.2 Requirement 2: Statement of Understanding of Regional Needs (150 Points)**

The Statement of Understanding of Regional needs shall include a county-by-county narrative of the opportunities and challenges in serving farmworker households and communities within the region being bid. The Statement of Understanding narrative should specifically outline areas and/or neighborhoods to be targeted within each county (e.g., cities, towns, census tracts) and demonstrate an understanding of the linguistic, cultural, socio-economic and other characteristics and needs of those communities, including energy efficiency and renewable energy needs. It should specifically discuss any disadvantaged communities, and communities within a ½ mile radius, that are to be targeted. The narrative should also explain how certain areas of the region were prioritized over other farmworker communities. Characteristics of the housing stock to be served should be discussed to illustrate these needs. The Statement of Understanding should describe an environment that supports the approaches and activities outlined in the proposal's Community Engagement Plan (Section 6.3), the Marketing and Outreach Plan (Section 6.4), and the Workplan (Section 6.5).

As a resource, CSD has created county-level fact sheets (see Bidder's Library). However, it is imperative that Proposers interpret other available data and information to create a

holistic profile of the needs and conditions under which targeted farmworkers live and the program will operate.

### **6.3 Requirement 3: Community Engagement Plan (150 Points)**

Proposals must include a region-wide Community Engagement Plan that details the methods that have been and will be used to engage regional residents and key stakeholders during project design, development, and implementation. The Community Engagement Plan should also describe how these methods and outcomes will be evaluated. The Community Engagement Plan should also specifically discuss any engagement strategies in disadvantaged communities, and communities within a ½ mile radius, that are to be targeted. The proposal may include Letters of Support from the community and other stakeholders to evidence the support for the Project Team's prior and future community engagement efforts.

There are multiple community engagement strategies that may be utilized by a Proposer prior to submitting a proposal, and by Farmworker Housing Administrators during project implementation. Examples of potential community engagement strategies include:

- Community Leadership and Decision-making: Proposers could develop a steering committee comprised of community residents and community partners to assist in project design, development and implementation.
- Community Collaboration and Partnership: Proposers could partner with community-based organizations or community residents in a way that informs project design and/or implementation.
- Outreach, Education, and Consultation: Proposers could conduct community consultation (e.g., via workshops, roundtable discussions, focus groups, surveys) to inform, educate, learn from the community, and consider their input in project development and design.

### **6.4 Requirement 4: Marketing and Outreach Plan (200 Points)**

The proposal must include a Marketing and Outreach Plan. This narrative must describe the activities and approaches of the Project Team on a county-by-county basis and explain how they address the specific needs of the communities within the targeted region. The narrative should include details regarding any general marketing to all potentially eligible program participants in each county and targeted marketing strategies to specific communities in the region, including door-to-door canvassing, telemarketing, newspapers, radio and television, fairs and community gatherings, social media, etc. The Marketing and Outreach Plan should also specifically address any disadvantaged communities, and communities within a ½ mile radius, that are to be targeted. Plans for the development and production of marketing collateral should also be included.

Proposed text or examples of marketing materials may be included as optional attachments. The Marketing and Outreach Plan should explain why the proposed approach will be effective and what it hopes to achieve.

The Marketing and Outreach Plan should also discuss, on a county-by-county basis, the roles and activities to be performed by each Project Team member with marketing and outreach responsibilities, and the specific commitments each team member has made to the project (e.g. “enrollment of 50 farmworker households in Visalia”).

Completion of the Budget Proposal Worksheet Tool and Budget Narrative (Section 6.7) will provide the Proposer with an estimate of the number of households anticipated to be served across the applicable region. The Marketing and Outreach Plan should correlate with this estimate and provide detailed information on how this estimated number of households will be reached and enrolled for services.

The narrative provided in response to this requirement should demonstrate the Project Team’s capacity to market energy efficiency and renewable energy and any related services to farmworker households within the region.

## **6.5 Requirement 5: Workplan (500 Points)**

The Proposer’s Workplan must describe its program implementation and service delivery strategies and resources that it and its team bring to the project. This includes a description of its plan to serve all six counties within the region for which it is bidding. Proposers are required to discuss how their approach will account for and address any unique conditions or challenges in each county within the region.

The Workplan should describe in detail the Proposer’s overall approach to completing the work, including any county-specific approach to completing each plan component. Completion of the Budget Proposal Worksheet Tool and Budget Narrative (Section 6.7) will provide the Proposer with an estimate of the number of households anticipated to be served within the region. The Workplan should correlate with this estimate and provide detailed information on how this estimated number of households will be served with energy efficiency and Solar PV installations.

The workplan shall describe in detail the manner in which the Proposer will perform activities during each phase of implementation, including, but not limited to, the following:

### **Part A, Ramp Up Plan (100 Points)**

The plan must have sufficient details to clearly articulate ramp up activities needed to administratively, fiscally, and technically prepare for implementation and how the activities align with the proposed overall approach to program implementation. Differences in

county operations and procedures should be noted, if applicable. The key milestones associated with ramp up activities must be fully articulated in the plan and must address in detail what steps the Proposer will undertake to meet the articulated milestones.

Farmworker Housing Administrators shall be required to submit a final Ramp-Up Report to CSD within 45 days of contract execution to summarize and describe the activities performed to meet the administrative, fiscal, and technical needs of the program prior to the start of the service delivery period, including the requirement to commence marketing, outreach, intake, and service delivery within 90 days of contract execution. In addition, Farmworker Housing Administrators shall be required to begin performing services on approved homes with 90 days of contract execution.

### **Part B, Service Delivery Plan (300 Points)**

The Workplan must include a Service Delivery Plan (SDP) that details, on a county-by-county basis, service delivery objectives and describes all tasks, activities and resources to be dedicated to completing the work described. The SDP shall provide a step-by-step account of how the Proposer plans to complete all work outlined. The SDP must be well-organized, detailed, and comprehensive. The tasks and team roles, responsibilities and commitments should be sufficiently detailed to clearly articulate the process proposed with no additional information required.

At a minimum, the SDP should address the following components:

- Tasks that will lead to the completion of all work during the contract term, including timelines and due dates;
- The integration of energy efficiency measures with solar measures;
- Project oversight and coordination with subcontractors;
- Approach for household assessments and energy audit tools;
- Approach to overcoming any challenges to the intake process, including how to determine income and farmworker status;
- Strategies to minimize disruption to participating residents during outreach, intake and the measure installation phase, so that participating residents do not, to the extent possible, need to take time off from work, school or other personal programs to participate in the program;
- Customer education for program participants about energy conservation and specific measures received, and protocols to ensure that each program participant is aware of the warranties and recourses that they may have through participating in the program;
- Coordination with and leveraging of other programs;
- Referral and deferral strategies, including those that may address conditions of the home that are outside of the scope of the LIWP Program; and



- Anticipated barriers and strategies to overcome barriers.

The Service Delivery Plans should also address specific commitments each Team member is bringing to support program implementation (e.g. “HVAC installation on 50 homes in Fresno and Madera counties”) to demonstrate the Project Team’s robustness and capacity to effectively reach farmworker households and deliver program services within the target communities and the contract reimbursement period. These specific commitments, when combined, should support the households served figure in the Budget Proposal Worksheet Tool (Section 6.7). Specific commitments for disadvantaged communities, and communities within a ½ mile radius, should also be discussed.

The Service Delivery Plan should address how the key performance indicator of achieving 50 percent of direct program expenditures by June 30, 2020 will be met.

### **Part C, Quality Assurance Plan (100 Points)**

Proposals shall include a narrative describing the planned approach to ensure quality assurance throughout the contract term. Quality assurance, for the purposes of this solicitation, includes, but is not limited to, training, support, and oversight of subcontractors performing assessments, diagnostics, installation of measures and post-inspections to ensure high-quality services to clients; ensuring that materials and equipment specifications are adhered to so that subcontractors are in compliance with warranty requirements; processing and identifying installation issues, correcting deficiencies, and developing key metrics that proactively identify such deficiencies; and developing a process to track and address identified issues so as to ensure client satisfaction.

The goal of this component is to help ensure that the program is adequately meeting the needs of the program and the program participants. In addition to other quality assurance aspects, Farmworker Housing Administrators shall conduct quality assurance inspections for, at a minimum, ten percent of dwellings receiving services.

Quality Assurance Plan narratives, at a minimum, shall address the Proposer’s plan for training the Project Team on LIWP Farmworker Housing Component measure installation standards and requirements, energy audits and service standards, including, but not limited to the following components:

- Training and Support
  - Subcontractor Training and Support
  - Dwelling Assessments and Energy Audits
  - Client Education
  - Combustion Appliance Safety
  - Duct Testing

- Site Supervision
- Subcontractor Inspections and Deficiencies/Corrections
  - Subcontractor Inspections
  - Subcontractor Deficiencies and Corrections
  - Desktop File Review
- Deficiencies / Corrections
  - Process to identify key metrics for corrective actions for Quality Assurance Inspection deficiencies
  - Process to identify customer concerns including dispute resolution process
  - Process to identify key metrics for evaluating Quality Assurance program effectiveness including:
    - Complaints on workmanship
    - Negative findings on inspections

## **Part D, Program Close Out Plan**

As part of the Workplan, proposals shall include Close Out activities for the last 30-45 days of the contract period. At the end of the contract term, Farmworker Housing Administrators will be required to submit a Close Out report to CSD summarizing all fiscal activities, programmatic activities, findings and lessons learned.

## **6.6 Requirement 6: Project Burdens and Co-Benefits (200 Points)**

### **Part A, Burdens (50 points)**

CSD and other agencies receiving California Climate Investments funding are required to consider whether a given project type has the potential to result in substantial economic, environmental, and public health burdens (e.g., physical or economic displacement of low-income residents and businesses, increases of criteria or toxic air pollutants) in disadvantaged communities and low-income communities, and to design programs in such a way as to avoid substantial burdens. Proposers must identify potential burdens created by the proposed project plans and address how they will be avoided or mitigated. They are encouraged to engage community members and community advocates in identifying potential burdens and how the project plans will avoid or minimize identified burdens.

### **Part B, Co-Benefits (150 points)**

In addition to GHG emission reductions, a goal of LIWP is to produce additional co-benefits for low-income participants, including job creation and training opportunities. All proposals must include a Workforce Development Plan that includes strategies to engage members of priority populations and provide opportunities for employment, training, and



career development during the reimbursement period of the contract term. The plan should include specific goals for job creation and hiring; on-the-job and external training and opportunities to gain specific credentials; and for creating career ladders. Wages and job quality should also be addressed. The plan should also address the cultural and linguistic characteristics of priority populations targeted and how their needs will be met, and should, to the extent possible, leverage partnerships with regional workforce development agencies to provide recruitment, referral, and/or training services.

Proposals should also identify additional co-benefits to be achieved through their project plans. Other co-benefits may include, but not be limited to:

- Integration of wrap-around services for farmworkers;
- Household and community health effects; and
- Community economic benefits.

The co-benefits identified by Proposers is limited to services provided in addition to energy efficiency and Solar PV services to farmworker households. This excludes the leveraging of other funding to increase energy efficiency and Solar PV measures installed, which should be reported under the leveraging section within the Budget Proposal Worksheet Tool (Section 6.7).

## **6.7 Requirement 7: Budget Proposal Worksheet Tool and Budget Narrative (300 Points)**

Proposals must include a completed Budget Proposal Worksheet Tool and Budget Narrative.

### **Parts A and B, Budget Proposal Worksheet Tool (150 points)**

The Proposer is responsible to fully complete and submit Attachment 5. *Budget Proposal Worksheet Tool* with the total dollar amounts and other information per the instructions included in the Tool. Part A pertains to energy efficiency costs and is valued up to 100 points and Part B pertains to Solar PV costs and is valued up to 50 points. The *Budget Proposal Worksheet Tool* is provided as a separate Microsoft Excel workbook file, available on the RFP's LIWP Farmworker and Cal eProcure websites.

### **Part C, Budget Narrative (150 points)**

The Budget Narrative should align with the allocations provided in the Budget Summary portion of the *Budget Proposal Worksheet Tool*, as well as the Measure costs provided in the Measure Bid Sheet portion of the Tool. Proposers shall, at a minimum, address the following components in the narrative:

- Describe in detail how Proposer plans to allocate Indirect and Direct costs. Each cost category should be broken into sub-categories and activities. The costs budgeted for each activity must, in the opinion of CSD, be realistic and reasonable.
- If applicable, provide justification supporting Proposer's decision to allocate less than the maximum percentage of allowable costs to Indirect and Other Direct Budget cost categories. Indirect costs are capped at 20% of total costs and Other Direct Budget costs are capped at 25% of total Direct Budget, but either may be bid at a lower percentage.
- Identify and describe any leveraged funds (such as LIHEAP, ESA, and donations) used to reduce costs and allow a greater number of households to be served utilizing LIWP funds.

## 7 PROPOSAL SELECTION AND AWARD

### 7.1 Proposal Scoring

Proposals will be reviewed and scored based on their response to the information requested in this RFP. The entire scoring process from receipt of Proposals to posting of the *Notice of Intent to Award* is confidential. All Proposals and all evaluation and scoring sheets will be considered public documents after the announcement of the intent to award.

Proposals will be evaluated in two stages:

#### **Stage 1: Administrative Submission Review**

Each proposal will first be checked by CSD for the presence of all required solicitation elements and qualifications. This first Stage will be evaluated on a pass/fail basis. Those Proposals that pass the requirements of Stage 1 will be reviewed under Stage 2 by a Review Panel. Those Proposals that do not meet the requirements of identified below will be deemed non-compliant and will not be eligible to receive an award. Stage 1 review will confirm if:

- One (1) original application package plus ten (10) exact copies, and one CD ROM or Flash Drive with an electronic copy of the application are submitted;
- Attachment 1, Proposer Certification Sheet & Checklist is duly completed and signed, and all additional relevant Attachments are included.

- Demonstrated adherence to minimum qualifications as outlined in RFP Section 2

## **Stage 2: Proposal Review (2000 points)**

The Review Panel will review all Proposals that pass Stage 1 to assess the Proposer's ability to carry out the proposed work. The Review Panel will review each proposal individually and then score by consensus all aspects of the following requirements:

- Proposer Team Qualifications and Capacity (500 points)
- Regional Needs (150 points)
- Community Engagement Plan (150 points)
- Marketing and Outreach Plan (200 points)
- Workplan (500 points)
- Burdens/Co-benefits (200 points)
- Budget Proposal Worksheet and Budget Narrative (300 points)

The Review Panel will assess the ability of the Proposer to carry out the services and the technical components of the Proposal on the basis of completeness, responsiveness, clarity of presentation, and adequacy of the degree to which it complies with the RFP requirements.

In assigning points for individual components, the Review Panel members may consider issues including, but not limited to, the extent to which a Proposal:

- Is fully developed, comprehensive, and has few, if any, weaknesses, defects or deficiencies;
- Includes information of depth and breadth, and includes significant facts and/or details regarding the proposed approach and its effectiveness;
- Demonstrates that the Proposer understands and is responsive to CSD's needs, the services sought, and/or the Proposer's responsibilities;
- Illustrates the Proposer's capability to perform all services and meet all requirements detailed in Program Requirements;
- Is consistent with expectations outlined in Role of The Farmworker Housing Administrators in Section 3.4;

- Demonstrates the Proposer's capacity, capability, and/or commitment to exceed regular service needs (e.g., enhanced features, approaches, or methods, as well as creative or innovative business solutions, etc.).

The scoring criteria are provided in Attachment 10, *Proposal Scoring Criteria*.

## 7.2 Errors in the Final Proposal

An error in the Final Proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation.

1. If the bidder's intent is clearly established based on review of the complete Final Proposal submittal, the State may at its sole option correct an error based on that established intent.
2. The State may at its sole option correct obvious clerical errors.
3. If a bidder does not follow the instructions for computing costs not related to the Contract, if any, (e.g., State personnel costs), the State may reject the proposal, or at its sole option, re-compute such costs based on instructions contained in the solicitation.
4. If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the bidder (if awarded the Contract) or in a requirement of the bidder to supply a major item at no cost, the bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its proposal.
5. It is absolutely essential that bidders carefully review the cost elements in their Final Proposal, since they will not have the option to correct errors after the time for submittal of the Final Proposals.
6. The State may request clarification of items in the bidder's response if the meaning is not clear to the State. Responses to requests for clarification must be confirmed in writing by the bidder as instructed by the State's Procurement Official at the time of the request.
7. At the State's sole discretion, it may declare the Final Proposal to be a Draft Proposal in the event that the State determines that Final Proposals from all

bidders contain material deviations. Bidders may not protest the State's determination that all proposals have material deviations. If all proposals are declared noncompliant, the State may issue an addendum to the solicitation. Should this occur the State may hold confidential discussions with participating bidders who are interested in continuing to be considered. Each participating bidder will be notified of the due date for the submission of a new Final Proposal to the State. This submission must conform to the requirements of the original solicitation as amended by any subsequent addenda. The new Final Proposals will be evaluated as required by RFP section 6.1, *Proposal Requirements and Maximum Points*.

### 7.3 Notice of Intent to Award

This *Notice of the Intent to Award* shall be posted in a public place in the office of the Department of Community Services and Development, 2389 Gateway Oaks Drive, Sacramento, 95833 and on CSD's Internet site at [www.csd.ca.gov](http://www.csd.ca.gov) for five working days prior to final award.

### 7.4 Protest Procedures

An Intent to Protest letter from a Proposer must be received by the procurement representative cited on the solicitation no later than five (5) working days (excluding the first day and including the last day) from the date of the posting of Notice of Intent to Award. The Intent to Protest letter can be delivered by a postal service (United States Post Office, Federal Express, etc.), hand delivered by the Proposer, faxed, or sent by electronic mail and must bear the name and signature of the protestor.

Within ten (10) working days from the date CSD receives the Intent to Protest Letter, the protesting Proposer must file with CSD a Letter of Protest detailing the grounds for the protest. The only acceptable delivery method for the Letter of Protest is by a postal service (United States Post Office, Federal Express, etc.).

The Letter of Protest must describe the factors that support the protesting Proposer's claim that the protesting Proposer would have been awarded the contract had CSD correctly applied the prescribed evaluation rating standards in the RFP or if CSD had followed the evaluation and scoring methods in the RFP. The Letter of Protest must identify specific information in the Proposal that the Proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that was not included in the original Proposal.

If a Letter of Protest is filed, the contract shall not be awarded until CSD has reviewed and resolved the protest.

The Director of CSD will render a decision of the Letter of Protest and the decision will be considered final.

## 7.5 Award Procedures

Awards, if made, will be made to the highest scoring Proposals in each region. A maximum of one (1) award may be made per region.

Prior to awarding the contract, a Notice of Intent to Award will be posted in the CSD lobby and on CSD's website ([www.csd.ca.gov](http://www.csd.ca.gov)) per RFP section 5.1, *Key Action Dates*, for a period of no less than five (5) working days.

## 7.6 Agreement Execution and Performance

Performance shall start on the date set by CSD in consultation with the Farmworker Housing Administrator after all approvals have been obtained and the agreement is fully executed. Should the Farmworker Housing Administrator fail to commence work at the stated time, upon five (5) days written notice to the Farmworker Housing Administrator, CSD reserves the right to terminate the agreement, or to reduce its scope and/or its funding. All performance under the agreement shall be completed on or before the termination date of the agreement. The Proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

## 8 ATTACHMENTS

Attachment 13 should be returned to the Procurement Official as soon as possible after the official RFP is released.

### **Attachment 13:** Intent to Bid Template

Attachments 1 through 9 plus 16 through 19 are required to be included with the Proposal, together with all required Proposal elements and Proposer-specific attachments as stated in the RFP and in Attachment 1:

### **Attachment 1:** *Proposer Certification Sheet and Checklist*

### **Attachment 2:** *Secretary of State Registration*, if applicable

### **Attachment 3:** *Certification of Status*

**Attachment 4:** Iran Contracting Act Certification (Original Copy Only)

**Attachment 5:** *Budget Proposal Worksheet Tool* (a separate Excel file)

**Attachment 6:** *References Sheet*

**Attachment 7:** *Contractor Certification Clauses (CCC-04/2017)*

**Attachment 8:** *Darfur Contracting Act Certification*, if applicable

**Attachment 9:** *Certification of Financial Solvency for Non-Profit Organizations*, if applicable, including:

- Organization-wide audit
- IRS 990s (most recent two years)

**Attachment 16:** Project Team by County

**Attachment 17:** Project Team Member Description

**Attachment 18:** Statement of Team Member Commitment

**Attachment 19:** California Civil Rights Certification (Original Copy Only)

Attachments 10, 11, 12, 14 and 15 are not required submittals for the Proposal but are reference materials useful to the Proposer. Additional reference material is in the Bidders' Library.

**Attachment 10:** *Proposal Scoring Criteria*

**Attachment 11:** *Sample of Standard Agreement Contract (STD 213)* with:

- **Exhibit C**, *General Terms and Conditions, GTC 04/2017*
- **Exhibit D**, *Special Terms and Conditions*  
(Exhibit A, *Scope of Work*, and Exhibit B, *Budget Detail and Payment Provisions*, will be developed for the award, based on the RFP's requirements and the Proposer's submitted proposal.)

**Attachment 12:** *Payee Data Record (Std. 204)*

**Attachment 14:** *CSD Procurement Policy*

**Attachment 15:** *CSD Conflict of Interest Policy*

- A Conflict of Interest Disclosure Statement may be required from Proposer

## ATTACHMENT 1: PROPOSER CERTIFICATION SHEET AND CHECKLIST

### LIWP Farmworker Housing Component

#### PROPOSER CERTIFICATION SHEET AND CHECKLIST

PROPOSER INFORMATION	
PROPOSER NAME:	
SELECT ONE REGION (EACH REGION REQUIRES A COMPLETE SEPARATE PROPOSAL): <input type="checkbox"/> REGION A (FRESNO, MADERA, MERCED, MONTEREY, SAN JOAQUIN, AND STANISLAUS COUNTIES) <input type="checkbox"/> REGION B (KERN, IMPERIAL, RIVERSIDE, SANTA BARBARA, TULARE, AND VENTURA COUNTIES)	
TYPE OF TAX-EXEMPT ENTITY: <input type="checkbox"/> PRIVATE NON-PROFIT <input type="checkbox"/> LOCAL PUBLIC ENTITY (STATE AGENCIES INELIGIBLE) <input type="checkbox"/> FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENT	
TAX PAYER ID #:	
MAILING ADDRESS:	
NAME OF EXECUTIVE DIRECTOR OR CHIEF EXECUTIVE OFFICER; AND TITLE:	
PHONE NUMBER:	
EMAIL ADDRESS:	



POINT OF CONTACT NAME AND TITLE:		
PHONE NUMBER:		
EMAIL ADDRESS:		
AUTHORIZED INDIVIDUAL'S NAME, TITLE, & SIGNATURE	NAME:	
	TITLE:	
	WRITTEN SIGNATURE	DATE

PROPOSER CERTIFICATION	
"I certify by my signature below that my organization (and Project Team, as indicated):	
Requirements	Certification
A. Have demonstrated ties to the region to be served. This requirement applies to both the Proposer and Project Team.	<input type="checkbox"/>
B. Has experience administering programs and providing supportive services to low-income farmworkers and the communities in which they reside.	<input type="checkbox"/>
C. Has demonstrated experience administering low-income, energy efficiency and renewable energy services of similar scale and structure.	<input type="checkbox"/>

<b>D.</b> Is financially solvent and will remain so during the life of any contract awarded. Is able to demonstrate the soundness of the organization's fiscal processes involved in budgeting, subcontracting, and payroll management.	<input type="checkbox"/>	
<b>E.</b> Are in good standing with all appropriate local and state oversight licensing authorities. This requirement applies to both the Proposer and Project Team.	<input type="checkbox"/>	
<b>F.</b> Has had all Subcontractors and Partners vet relevant proposal commitments.	<input type="checkbox"/>	
<b>G.</b> Understand and agree that, if awarded, we will be held to comply with the requirements of the RFP as applicable, and the details of the submitted Proposal. This requirement applies to both the Proposer and Project Team.	<input type="checkbox"/>	
Therefore, having understood the above information, I am signing this certification."		
<b>AUTHORIZED INDIVIDUAL'S NAME, TITLE, &amp; SIGNATURE</b>	<b>NAME:</b>	
	<b>TITLE:</b>	
	<b>WRITTEN SIGNATURE</b>	<b>DATE</b>

<b>FARMWORKER HOUSING COMPONENT ATTACHMENT CHECKLIST</b>	
<p>A complete application package will consist of the items identified in this checklist. The checklist is meant to assist applicants with ensuring all required attachments are submitted. Complete the checklist to confirm the items are in your application package. Place a checkmark or "X" next to each item you are submitting. For your application to be complete, all required attachments must be returned.</p>	
<b>Name/Description</b>	<b>Attached</b>
Attachment 1. Proposer Certification Sheet & Checklist (Original Copy Only)	<input type="checkbox"/>
<b>PROPOSAL ELEMENTS (See Section 6 and Related Attachments)</b>	

Requirement 1: Project Team Description	<input type="checkbox"/>
Requirement 2: Statement of Understanding of Regional Needs	<input type="checkbox"/>
Requirement 3: Community Engagement Plan	<input type="checkbox"/>
Requirement 4: Marketing and Outreach Plan	<input type="checkbox"/>
Requirement 5: Workplan	<input type="checkbox"/>
Requirement 6: Project Burdens and Co-Benefits	<input type="checkbox"/>
Requirement 7: Budget Proposal Worksheet Tool and Budget Narrative	<input type="checkbox"/>
Attachment 2. Secretary of State Registration, if applicable (Original Copy Only)	<input type="checkbox"/>
Attachment 3. Certification of Status (Original Copy Only)	<input type="checkbox"/>
Attachment 4. Iran Contracting Act Certification (Original Copy Only)	<input type="checkbox"/>
Attachment 5. Budget Proposal Worksheet Tool	<input type="checkbox"/>
Attachment 6. References Sheet	<input type="checkbox"/>
Attachment 7. Contractor Certification Clauses (CCC-04/2017) (Original Copy Only)	<input type="checkbox"/>
Attachment 8. Darfur Contracting Act Certification, if applicable (Original Copy Only)	<input type="checkbox"/>
Attachment 9. Certification of Financial Solvency for Non-Profit Organizations, if applicable (Original Copy Only), including:	<input type="checkbox"/>
Organization-wide audit, if applicable	<input type="checkbox"/>
IRS 990s (most recent two years), if applicable	<input type="checkbox"/>
Attachment 16. Project Team by County	<input type="checkbox"/>
Attachment 17. Project Team Member Description	<input type="checkbox"/>
Attachment 18. Statement of Team Member Commitment	<input type="checkbox"/>
Attachment 19. California Civil Rights Certification (Original Copy Only)	<input type="checkbox"/>
Conflict of Interest Disclosure Statement(s), if applicable (See Attachment 15)	<input type="checkbox"/>

## **ATTACHMENT 2: SECRETARY OF THE STATE REGISTRATION**

If applicable, Proposer must provide evidence of registration with the Secretary of the State to do business in California. If the Proposer is a sole proprietorship, partnership, or corporation, the Proposer shall submit a copy of its current active status with the SOS Business Certification program.

The registration can be pending at the time of bid submission but must be complete by the time a contract is awarded. If the Proposer is a sole proprietorship, partnership, or corporation, the Proposer shall submit a copy of its current active status with the SOS Business Certification program.

### **ATTACHMENT 3: CERTIFICATION OF STATUS**

For example, 501 (c)(3) tax-exempt organizations must provide IRS determination letter for its non-profit corporation status, and government entity must show that it is authorized under governing law to contract to provide services pursuant to this solicitation.

## ATTACHMENT 4: IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2008)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

### OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)		Federal ID Number (or n/a)
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in	

### OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)		Federal ID Number (or n/a)
By (Authorized Signature)		
Printed Name and Title of Person Signing		Date Executed

## **ATTACHMENT 5: BUDGET PROPOSAL WORKSHEET TOOL**

The Proposer is responsible to fully complete and submit the *Budget Proposal Worksheet Tool* with the total dollar amounts and other information per the instructions included in the Tool.

The *Budget Proposal Worksheet Tool* is provided as a separate Microsoft Excel workbook file, available on the RFP's Cal eProcure website.

## ATTACHMENT 6: REFERENCES SHEET

Please provide three references of organizations for which the Proposer has performed similar services to those outlined in this Solicitation within the past eight (8) years from the date of the release of the RFP. At least one of the three references must be a reference for the Proposer that addresses the Proposer's administration of energy efficiency and solar PV programs. And at least one reference must address the Proposer's experience administering services to farmworker and low-income households. None of the references can be from CSD.

Proposers that cannot provide the references may be deemed non-compliant and not eligible to receive an award. CSD will contact the provided references. CSD will make a reasonable attempt to contact the references, but it is the sole responsibility of the Proposer to ensure that the provided reference is available to respond in a timely manner. Please type or print a list of the three references for which you have performed services. A negative reference check may result in rejection at the sole discretion of the CSD.

### REFERENCE 1

This reference is for (name of Proposer):

Name of referenced organization or firm:

Primary contact person:	Title or project role:
Primary person's phone number(s):	Email address:
Alternative contact person (Optional):	Title or project role:
Alternative person's phone number(s):	Email address:
Dates of service	Value or cost of service

Brief description of service provided



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**REFERENCE 2**

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This reference is for (name of Proposer):

Name of referenced organization or firm:

Primary contact person:	Title or project role:
Primary person's phone number(s):	Email address:
Alternative contact person (Optional):	Title or project role:
Alternative person's phone number(s):	Email address:
Dates of service	Value or cost of service

Brief description of service provided

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**REFERENCE 3**

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This reference is for (name of Proposer):

Name of referenced organization or firm:

Primary contact person:	Title or project role:
Primary person's phone number(s):	Email address:
Alternative contact person (Optional):	Title or project role:
Alternative person's phone number(s):	Email address:
Dates of service	Value or cost of service

Brief description of service provided

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## ATTACHMENT 7: CONTRACT CERTIFICATION CLAUSES (CCC-04/2017)

**CCC-04/20177**

### **CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

### **CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## ATTACHMENT 8: DARFUR CONTRACTING ACT CERTIFICATION (IF APPLICABLE)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a Proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a Proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

### **OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or Proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

### **OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a Proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or Proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or Proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or Proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

## **ATTACHMENT 9: CERTIFICATION OF FINANCIAL SOLVENCY FOR NON-PROFIT ORGANIZATIONS**

In compliance with the California Department of Community Services and Development (CSD) contracting protocols, the following certification is required by non-profit offerors submitting a proposal:

1. The applicant organization official with contracting authority certifies, to the best of his/her knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any contract awarded. The official will notify the Department representative in writing of substantial solvency concerns such as depletion of cash reserve accounts, use of cash reserves to meet payroll obligations, inability to meet obligations for accounts payable, evidence of deteriorating accounts receivable collection, evidence of delinquency in payment of IRS or payroll taxes, evidence of fraud or mismanagement, co-mingling of accounts, and/or use of grant funds for non-grant purposes.
2. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the offeror/contractor made a false certification, CSD may, in addition to other remedies available terminate any contract issued.

Additionally, the following is submitted with this certification:

1. The most current organization-wide audit; and,
2. The last two years of the Internal Revenue Service's *Return of Organization Exempt From Income Tax* (IRS Form 990)

Printed Name of Authorized Official: \_\_\_\_\_

Signature/Date: \_\_\_\_\_/\_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

SSN or TIN: \_\_\_\_\_



## ATTACHMENT 10: PROPOSAL SCORING CRITERIA

### Stage 1: Compliance Check

Each proposal will be checked for the inclusion of required information in conformance with the submission requirements. Each proposal will also be reviewed to determine if the Proposer and Project Team meets administrative compliance requirements. Proposers and Project Teams that meet all required criteria will begin the Proposal Evaluation Process. Proposers and Project Teams that fail any check will be deemed non-compliant and will not be eligible to receive an award.

Minimum Qualifications		
Criteria:	Fail	Pass
All required administrative documents are present and materially compliant with the general submission requirements of this RFP (also refer to Attachment 1: Proposer Certification Sheet and Checklist).	<input type="checkbox"/>	<input type="checkbox"/>
Proposer is a private non-profit or public organization that has qualified for and received an Internal Revenue Service determination letter confirming the organization's tax exemption under Section 501(c)(3) of the Internal Revenue Code; a local government agency or joint powers authority; or a federally recognized Indian Tribal Government.	<input type="checkbox"/>	<input type="checkbox"/>
Proposer is eligible to receive public funds (a list of entities that have been declared ineligible to receive government funds can be found at: <a href="https://www.sam.gov/">https://www.sam.gov/</a> ).	<input type="checkbox"/>	<input type="checkbox"/>
If the Proposer is a private non-profit organization, it is in good standing and currently qualified to conduct business in California per the Secretary of State. This requirement applies to both the Proposer and its Subcontractors. All are in good standing with all appropriate local and State oversight and licensing authorities.	<input type="checkbox"/>	<input type="checkbox"/>

Minimum Qualifications		
Criteria:	Fail	Pass
If the Proposer is a private non-profit organization, it has demonstrated financial solvency as determined by CSD through the submission of the most current organization-wide audit and the last two years of the Internal Revenue Service's <i>Return of Organization Exempt From Income Tax</i> (IRS – Form 990).	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has experience administering programs and providing supportive services to low-income farmworkers and the communities in which they reside.	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has demonstrated experience administering low-income energy efficiency and renewable energy services of similar scale and structure to the LIWP Single-Family Energy Efficiency & Solar Photovoltaics Program: Farmworker Housing Component.	<input type="checkbox"/>	<input type="checkbox"/>
The Proposer has demonstrated ties to the region to be served. This requirement applies to both the Proposer and Project Team.	<input type="checkbox"/>	<input type="checkbox"/>
The Proposer has committed to providing services in all six (6) counties in the Region	<input type="checkbox"/>	<input type="checkbox"/>
Project Team members must, at a minimum, demonstrate previous experience performing the specific activity and/or service to be provided in this proposal within the region in which the Project Team member is assigned to provide these services.	<input type="checkbox"/>	<input type="checkbox"/>
<b>RESULT:</b>	<input type="checkbox"/>	<input type="checkbox"/>

## Stage 2: Technical Evaluation

The Technical Evaluation stage of the proposal evaluation process consists of the Evaluation Team applying different assessment methods to score Proposer responses to the components listed in RFP Section 6, *Proposal Requirements and Maximum Points*. The three assessment methods to be applied to the different proposal requirements are described on the pages that follow.

### Overview of Non-Cost and Cost Assessment

For the *Performance Confidence Assessment* and *Technical/Risk Assessment* models, which apply to *non-cost* evaluation, the Evaluation Team will assign a “percent score” based on its evaluation of a Proposer’s response. The Proposer will be awarded that percentage of the total possible points available for the relevant scored component. A hypothetical scenario is presented below to provide clarification.

Example of “Percent Score” Application			
Examples of Scored Components	Potential Points (A)	Percent Score (B)	Points Awarded (A x B)
6.1 A1 Proposer’s Energy Efficiency and Solar PV Experience	60 points	75%	45.0 points
6.1 A2 Proposer’s Farmworker and Low-Income Experience	70 points	30%	21.0 points
6.3 Community Engagement Plan	150 points	100%	150.0 points

For *Cost Comparison Indexing*, to assess the Proposer’s Budget Proposal, which is a *cost* evaluation, the Evaluation Team will apply a set formula that assigns points based on the relative number of houses to be served resulting from the costs entered by a Proposer into the *Budget Proposal Worksheet Tool*. This formula is described in more detail below.

## 1. Performance Confidence Assessment

Assessment of Proposer's probability of meeting the RFP requirements takes into consideration the Proposer, Subcontractors, and Partners' recent and relevant experience and performance supplying services of a similar scope and complexity as that described in this RFP. These factors are combined to establish a performance confidence assessment for the Proposer on each of the scored criteria.

This assessment rating method applies only to Section 6, Requirement 1: Project Team Description.

Performance Confidence Assessment Rating Method		
Percent Score	Rating	Description
76-100%	Substantial Confidence	Based on Proposer's relevant experience and performance record, the State has a high expectation that it will successfully perform the required effort.
51-75%	Satisfactory Confidence	Based on Proposer's relevant experience and performance record, the State has a reasonable expectation that it will successfully perform the required effort.
26-50%	Limited Confidence	Based on Proposer's relevant experience and performance record, the State has a low expectation that it will successfully perform the required effort.
0-25%	Little Confidence	Based on Proposer's relevant experience and performance record, the State has little expectation that it will successfully perform the required effort.

## 2. Technical/Risk Assessment

Assessment of Proposer's quality of response to the RFP requirements takes into consideration several factors, including the response's completeness and attention to detail, display of knowledge and innovation, and the strengths and weaknesses of the approach. Proposers that simply repeat the language of the RFP or provide minimal responses will not achieve maximum points. The factors are combined to establish a single technical assessment for the Proposer on each of the scored criteria.

This assessment rating method applies to Section 6, Requirements 2 through 6 and Requirement 7, Part B.

<b>Technical/Risk Assessment Rating Method</b>					
<b>Percent Score</b>	<b>Quality of Response</b>	<b>Description</b>	<b>Strengths Relative to Requirements</b>	<b>Weaknesses</b>	<b>Confidence in Proposed Approach</b>
81-100%	Excellent	The proposal addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other factors to justify this rating.	Meets requirements - numerous strengths in key areas.	None of consequence	Very High
61-80%	Good	The proposal addresses the requirements completely and addresses some elements of the requirements in an outstanding manner.	Meets requirements - some strengths in key areas.	Minor - not substantial in key areas	High
41-60%	Moderate	The proposal addresses most elements of the requirements.	Meets most requirements - minimal strengths provided in their response.	Moderate - does not outweigh strengths	Moderate
21-40%	Marginal	The proposal meets some of the RFP requirements.	Meets some of the requirements with some clear strengths.	Exist in key areas - outweighs strengths	Low
0-20%	Unacceptable	The proposal meets a few to none of the RFP requirements.	Meets a few to none of the requirements with few or no clear strengths.	Significant and numerous	Minimal

### 3. Cost Comparison Indexing

Assessment of Proposer's proposed project budget is based on a formula that awards maximum available points to the Proposal that generates the greatest number of homes to be served, based on the available Direct Program Budget divided by the average cost of Measures per home calculated in the Budget Proposal Worksheet Tool. Other Proposers are then awarded a percentage of the maximum points available based on a comparison to the

number of homes to be served in the proposal awarded maximum points. To be eligible for evaluation, Proposer must fully complete the Budget Proposal Worksheet Tool. Failure to enter data in any non-shaded cell will generate zero points for the Proposal.

This assessment method applies only to Requirement 7, Parts A and B, *Budget Proposal Worksheet Tool*.

Example of Cost Comparison Indexing		
Proposer	Homes to be Served	Points Awarded (100 Maximum)
A	200	$(200/400) \times 100 = 50$ points
B	300	$(300/400) \times 100 = 75$ points
C	400	100 points (greatest number)

## ATTACHMENT 11: SAMPLE STANDARD AGREEMENT (STD 213) WITH EXHIBITS C AND D

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

### STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Community Services and Development (CSD)

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

6/30/2019 or upon approval by CSD

THROUGH END DATE

12/31/2020

3. The maximum amount of this Agreement is:

\$5,000,000.00 (Five million dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions, GTC-4/2017	
Exhibit D	Special Terms and Conditions	
Exhibit E *	CSD RFP for LIWP Farmworker Housing Administrator	
Exhibit F *	Contractor Proposal in response to CSD LIWP RFP	

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

#### CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

#### STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

### **Exhibit A, Scope of Work**

EXHIBIT A WILL BE DEVELOPED BY CSD UPON AWARD



**Exhibit B, Budget Detail and Payment Provisions**

EXHIBIT B WILL BE DEVELOPED BY CSD UPON AWARD

**Exhibit C, General Terms and Conditions (GTC 04/2017)**

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**GTC 04/2017**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such

termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including

treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

## Exhibit D, Special Terms and Conditions

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## 1. SUBCONTRACTS

Except for subcontracts identified in the Proposal in accordance with the Request for Proposal, no work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Subcontracts must require that parties comply with all applicable provisions of this Agreement. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a Subcontractor's failure of performance.

- A. Such request for approval shall include identifying information, including the name of the Subcontractor entity, its address, telephone number, contact person, contract amount, license number as applicable, and program description of all activities to be performed by the Subcontractor.
- B. Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any Subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of Subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the Subcontractor's books and records, and/or by any other methods sufficient to meet Contractor's responsibility to substantiate costs required under the terms of this Agreement.
- C. Contractor shall notify Subcontractor(s) in writing no later than five days of such action in the event the State suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the Subcontractor under this Agreement.
- D. Contractor is liable for its Subcontractor(s)' failure to perform the terms, conditions, and certifications of this Agreement, without recourse against the State over matters involving such Subcontractors' implementation of this Agreement, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts or criminal acts and other misconduct.

- E. Nothing in this Agreement creates or implies a contractual relationship between the State and any Subcontractor or creates any obligation by the State to any Subcontractor. Contractor is liable to the State for damages to the State for the acts and omissions of its Subcontractors that occur in connection with the implementation of this Agreement. Contractor's obligation to pay its Subcontractors is independent of any obligation of the State to pay Contractor, and Contractor shall not represent to Subcontractors any such obligation of the State to pay or ensure payments to Subcontractors.

## **2. PUBLICATIONS AND REPORTS**

- A. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and Subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

## **3. PROGRESS REPORTS**

Unless otherwise specified in Exhibit A, if progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

## **4. PRESENTATION**

Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.

## 5. CONFIDENTIALITY OF DATA AND DOCUMENTS

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
- C. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the Department of Community Services and Development staff, Contractor's own personnel involved in the performance of this Contract, or as required by law.
- D. If requested by the State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

### LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of Community Services and Development (CSD), but does not necessarily represent the views of the CSD or any of its employees except to the extent, if any, that it has formally been approved by the CSD. For information regarding any such action, communicate directly with the CSD at 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833. Neither the CSD nor the

State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

## **6. PROVISIONS RELATING TO DATA**

- A. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.
- E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.

## **7. APPROVAL OF PRODUCT**

Unless otherwise specified in Exhibit A, each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.

## **8. SUBSTITUTIONS**

Contractor's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.

## **9. NOTICE**

Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and
2. To CSD at:  
Department of Community Services and Development  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

## **10. WAIVER**

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.

## **11. GRATUITIES AND CONTINGENCY FEES**

The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing

a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **12. INSURANCE AND FIDELITY BOND**

### **A. General Requirements**

1. Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Agreement.
2. Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subparagraph 3 showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Agreement, including those applicable to affiliated organizations and Subcontractors.
3. In the event said insurance coverage expires during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior

to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.

4. New Certificates of Insurance are subject to review for content and form by CSD.
5. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
6. With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement, including coverage required for affiliated organizations and Subcontractors.
7. Reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.
8. Should Contractor utilize a Subcontractor(s) or affiliated organization to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that Subcontractor(s) or affiliated organization.

B. Self-Insurance

1. When Contractor is a self-insured governmental entity, the State, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Agreement.
2. Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.
3. If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or



within 30 days of coverage.

C. Workers' Compensation Insurance

1. Contractor shall carry and maintain in full force and effect during the full term of this contract and any extensions to said term, legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California, for all of its employees who shall be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same.
2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

D. Commercial or Government Crime Coverage (Fidelity Bond)

1. Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud. Contractor shall ensure that affiliated organizations and Subcontractors that assume risks and conduct activities on behalf of Contractor, of a nature contemplated in this paragraph shall be appropriately insured.
2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount set forth under this agreement.
3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an appropriate Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

E. General Liability Insurance

1. Contractor shall maintain during the term of this Agreement general

liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.

2. Contractor will not be paid an advance or any reimbursement of expenses unless it shall first submit to CSD an applicable Certificate of Insurance (ACORD 25), naming the Department of Community Services and Development as an additional insured as evidence of compliance with general liability insurance requirements.

**F. Vehicle Insurance**

1. Contractor shall maintain for the term of this Agreement vehicle insurance coverage in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work shall not be considered to be within the scope of employment.)
3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with the stated vehicle insurance requirements.

**13. CONTRACT IS COMPLETE**

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.

**14. CAPTIONS**

The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

## **15. PUBLIC HEARINGS**

If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. The State shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.

## **16. DVBE**

Per Title 2, Chapter 3, Subchapter 10.5, Article 2, § 1896.70 of the California Code of Regulations, this subvention Contract is exempt from the Disabled Veteran Business Enterprises participation goals of Public Contract Code Section 10115 et seq. and Military and Veterans Code §§ 999.2(a) and 999.5.

## **17. FORCE MAJEURE**

Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

## **18. PERMITS AND LICENSES**

The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Contract. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

## **19. LITIGATION**

The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the contractor must provide indemnification under this Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Contract and the interest of the State.

## **20. DISPUTES**

Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by CSD's Director. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Director, CSD, 2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833. Such written notice must contain the Contract Number. The decision of the Director of CSD shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Director, or his/her designee, shall meet with the Contractor and Project Manager for the purposes of resolving the dispute. The decision of the Director shall be final. During the dispute process the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Director, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

## **21. EVALUATION OF CONTRACTOR'S PERFORMANCE**

The Contractor's performance under this Contract shall be evaluated by the State after completion of the contract. A copy of the written evaluation shall be maintained

in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

## **22. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS**

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and its implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
- B. Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Contract and as permitted or required by law.

## **23. AUDITS, INSPECTION AND ENFORCEMENT**

- A. From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the Contract.
- B. Contractor shall promptly remedy any violation of any provision of the Contract and shall certify the same to the CSD in writing.
- C. The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Contract.
- D. The State's failure to detect or the State's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Contract.
- E. Right to Monitor, Audit, and Investigate
  - 1. Any duly authorized representative of the state government, which includes but is not limited to the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site visits, audits, and any other appropriate means CSD deems necessary.

2. Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Agreement are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.
4. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause allowing CSD or any duly authorized agent or representative of state government timely access to the working papers of the audit firm(s).

F. Auditing Standards and Reports

1. Audit Reports
  - a. Funds provided under this Agreement shall be subject to any audit conducted in accordance with the provisions of the State Leadership Accountability Act (Gov. Code §13400) , formerly known as the Financial Integrity and State Manager's Accountability Act of 1983 and the auditing provisions of the State Administrative Manual (SAM) of the State of California, and in accordance with standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, December 2011 Revision, as amended."
  - b. Contractor agrees to cooperate fully to assist CSD in complying with audit requirements referenced herein, and to provide such data, documentation and information as CSD reasonably deems relevant to the purposes and requirements of this Agreement, for purposes of any state audit.
2. In the event that Contractor fails to comply with the requirements of this section, CSD may impose sanctions, which may include:
  - a. Temporarily withholding cash payments pending correction of the deficiency;

- b. Disallowing all or part of the cost of the activity or action reasonably found by CSD not in compliance;
- c. Withholding further awards for the project or program; and/or
- d. Taking other remedies that may be legally available.

## **24. USE OF STATE FUNDS**

Contractor, including its officers and members, shall not use funds received from the CSD pursuant to this contract to support or pay for costs or expenses related to the following:

- 1. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
- 2. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizen, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

## **25. NON-EXCLUSIVE CONTRACT**

This Contract is non-exclusive in that CSD shall retain the right to award contracts for similar services, in whole or in part, to other contractors during the period of this Contract, serving any or all of the region awarded in this Contract.

## **26. CODES OF CONDUCT**

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by State funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors



or parties to sub-agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

- B. Contractor shall not pay State funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary.

## **27. CONFLICT OF INTEREST**

- A. Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIWP and the implementation of this Agreement shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- C. Contractor shall not provide LIWP services or benefits in situations where an actual or perceived conflict of interest exists. If Contractor provides: Program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employee, or officers, such services must be pre-approved in writing by CSD whose approval shall be based on determination that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor. To obtain approval by CSD, Contractor must demonstrate that it will:
  - 1. Follow all eligibility and prioritization requirements of LIWP as applicable to each service or activity;
  - 2. Comply with all dwelling eligibility requirements of this Agreement, including but limited to rent increase and multiple dwelling restrictions;
  - 3. Substantiate the need for LIWP services by completing a dwelling assessment for each individual dwelling unit served; and



4. Consent to any further conditions required by CSD.

Failure to obtain prior written approval by CSD may result in costs being disallowed.

- D. Contractor shall ensure that all affiliated organizations and subcontractors with administrative responsibility under this Agreement are subject to conflict of interest policies and standards, set forth in this section.

## **28. CONTRACT ADMINISTRATION**

- A. Contractor shall notify CSD of any changes in the list of affiliated organizations and contractors that comprise Contractor's Project Team within 10 business days after Contractor initiates the change. Compensation paid by Contractor to such organizations and contractors shall not exceed the rates specified in this Agreement. Changes in key partners are subject to negotiation and approval by CSD.
- B. Contractor shall administer this Agreement in accordance with State law, LIWP Farmworker Guidelines, and applicable provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts. Contractor's procurement procedure shall, to the maximum extent practical, provide for the cost-effective and timely delivery of the LIWP in a manner consistent with the purposes of this Agreement.
- C. Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.
- D. In all procurements Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with State requirements.

- E. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

## **ATTACHMENT 12: PAYEE DATA RECORD (STD 204)**

This form is available at: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

## ATTACHMENT 13: INTENT TO BID TEMPLATE

### Optional Notice of Intent to Bid

For 2019-RFP-64

#### Request for Proposal – LIWP Farmworker Housing Component

Proposer should complete and return to this form to the Procurement Official listed in RFP section 5.3 by the date shown in RFP section 5.1. Only the Proposer of the Project Team should submit an *Intent to Bid* form. Subcontractors on the team will not have to submit an *Intent to Bid* form, nor do they need to be named on the Proposer's *Intent to Bid* form.

Will you be responding?

☐ YES

☐ NO

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Fax: \_\_\_\_\_ Website: \_\_\_\_\_

If not responding, reason for not doing so: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **ATTACHMENT 14: CSD PROCUREMENT POLICY**

### General

Except as otherwise provided herein, the procurement of goods, services, and information technology by the Department of Community Services and Development (CSD) shall be conducted in compliance with the Public Contract Code (PCC).

### Procurement of Regional Administrators (RAs) and Program Administrators

The services of RAs and Program Administers shall be procured under local assistance/subvention agreements, which are exempt from Department of General Services (DGS) review in accordance with published opinions of the Attorney General of the State of California, as referenced in SCM § 4.06. CSD shall, in developing and implementing a solicitation, invitation for bid, or request for proposal (RFP), ensure a transparent, fair, and competitive process with full accountability, taking such steps as are reasonably necessary to avoid conflicts of interest and unfair advantage.

While the RFP process shall incorporate a price or cost component, contracts are not necessarily awarded to the lowest bidder. Experience demonstrated productive capacity, and a proven ability to attain program objectives in a cost-effective manner shall be considered in the selection process. Adequate cost control mechanisms and processes for ensuring the necessity and reasonableness of costs incurred shall be incorporated into contract requirements.

In RFP documentation CSD set forth clear and detailed selection criteria and scoring mechanisms used to make the contractor selection. CSD's selection decision shall be posted in the official Notice of Intent to Award, as provided in the solicitation. All documentation in the Department's procurement file, including proposals submitted, is public information and shall be accessible to the public in accordance with State law.

### Re-Procurement and Negotiations

In the event CSD determines that no proposer has submitted a proposal sufficient to enter into a contract that meets the requirements of the official program guidelines, the program objectives and purposes, or that is sufficiently cost effective to meet the needs, requirements, and interests of the State, CSD may, at its sole option, reject all bids, amend the solicitation and reissue the RFP. In the alternative, CSD may enter into negotiation with the qualified, conforming bidder that received the highest score in the procurement and agree to such changes and amendments to the proposal as meets the State's requirements, which amended proposal shall form the basis for a subsequent contract. In the event two or more proposals are inadequate but closely scored, CSD may,

at its sole option, enter into negotiations with multiple proposers to obtain the most favorable agreement for the State. CSD shall issue a Notice of Intent to Award after any successful negotiation.

### Conflicts of Interest

Because of CSD's many relationships with industry consultants, previous, and existing contractors, the Department is sensitive to potential conflicts of interest which may impact the fairness of solicitations, the procurement process, and subsequent contract implementation. In the interest of transparency and to avoid undue advantage to some potential proposers or sub-proposers, CSD has established special conflict of interest procedures and requirements as set forth in its "Conflicts of Interest Guidelines." All proposers and their affiliated entities should be familiar with the policy before submitting any proposal to CSD.

### Award Protest Process

Proposers may contest an intent to award issued by CSD by submitting a protest letter, which must be received by the procurement representative, referenced in the solicitation, no later than five working days (excluding the first day and including the last day) from the date of the posting of Notice of Intent to Award. The intent to protest letter may be delivered by the postal service (United States Post Office) by delivery service, (Federal Express, UPS, etc.), hand delivered by the protesting Proposer, faxed, or sent by electronic mail, and must bear the name and an authorized signature of the protesting Proposer.

Within ten working days from the date CSD receives the intent to protest letter, the protesting Proposer must file with the Department a letter of protest detailing the grounds for the protest. The only acceptable delivery method for the Letter of Protest is by the postal service (United States Post Office) or by delivery service, (Federal Express, UPS, etc.) and must bear the name and authorized signature of the protestor.

The only grounds sufficient to sustain a protest are that had CSD correctly applied the prescribed evaluation rating standards in the solicitation or RFP, or if the Department had followed the evaluation and scoring methods in the solicitation or RFP, the protesting Proposer would have prevailed. The Letter of Protest must identify specific information in the Proposal that the protesting Proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that was not included in the original Proposal.

If a Letter of Protest is filed, the contract shall not be awarded until CSD's Director has reviewed and evaluated the protest. The Director shall, in a timely manner, determine

whether the Notice of Intent to Award shall be sustained as issued, or if it should be amended. Notice of the decision shall be posted.

If the notice is amended, resulting in a change in the awardee, the original awardee must be notified and given, if requested, ten working days, as described above, to show that the Department erred in amending the award. In the event of such secondary protest, the Director shall render a decision, which shall be considered final upon issuance.

## **ATTACHMENT 15: CSD PROCUREMENT - CONFLICTS OF INTEREST GUIDELINES**

### Purpose

These guidelines are issued by the Department of Community Services and Development (CSD) to prevent, avoid, or mitigate potential conflicts of interest as defined in this document. The guidelines shall apply to all procurements to provide Proposers, sub-Proposers and affiliated parties, as well as former and existing CSD consultants and contractors, guidance on the Department's conflict of interest policy, requirements, and procedures.

### Disqualification

Former or existing CSD consultants and contractors shall be deemed to have disqualifying conflicts of interest and may not be issued contracts by CSD or subcontracts by a prime contractor/proposer consequent solicitations or procurements, if the CSD consultant or contractor had decision-making authority, or significant substantive influence over Departmental policy decisions concerning the program design, program requirements, service delivery, and the preparation and implementation of requests for proposal (RFPs), project oversight, and contract compliance, to include quality assurance, project inspections and the like.

CSD consultants that have previously provided, or presently provide, technical information and analyses or industry data studies and reports in support of CSD decision-makers, but that have no decision-making authority or significant recommendatory influence over decisions, shall not be disqualified from participation in any solicitation or procurement. Similarly, CSD contractors that have participated in program reviews, assessments, workshops, surveys, and other evaluative activities in connection with past or present CSD programs that could impact decisions of the type referenced above, but that have had no decision-making authority or significant recommendatory influence over such decisions, shall not be disqualified from participation in any solicitation or procurement.

In all cases, the critical consideration for disqualification is whether the CSD consultant or contractor, by a past or present relationship with CSD, has gained an unfair advantage, vis-à-vis other Proposers or participants in any solicitation or procurement. Experience working with CSD, in and of itself, shall not be the basis for a determination of disqualification.



### Requirements

Any past or present CSD consultant or contractor who participates in a solicitation or procurement as a Proposer, sub-Proposer, or sub-contractor of a prime contractor/ Proposer must submit a conflict of interest disclosure statement with any proposal or bid in connection with a solicitation or procurement in which the consultant or contractor intends to participate. The Proposer is responsible for ensuring that all required disclosure statements of the Proposer's affiliated entities are included in each proposal or bid submitted. The disclosure statement shall contain the following information:

- Name of declarant;
- Name of Proposer/ prime contractor;
- Title of solicitation(s)/procurement(s) involved;
- Nature of the declarant's relationship with CSD;
- Timeframe (dates);
- Brief description of declarant's legal relationship/activities in connection with CSD and/or services rendered to CSD;
- Basis or rationale for determination that declarant's relationship with CSD is not disqualifying, including circumstances or measures undertaken to avoid, neutralize or mitigate potential conflicts of interest, if any; and
- Signature of responsible official of declarant and date signed.

All conflict of interest disclosure statements received by CSD shall be maintained in the procurement file.

### Post-award Requirements

After an award is made, CSD consultants and contractors that enter into contracts or otherwise affiliate with a successful Proposer/prime contractor in connection with a completed solicitation or procurement must submit a conflict of interest disclosure statement to CSD, upon entering into such affiliation.

### Enforcement

The failure of any Proposer, sub-Proposer, and/or subcontractor to comply with these guidelines may constitute grounds for disqualification or contract termination.

## ATTACHMENT 16: PROJECT TEAM BY COUNTY

(Refer to RFP Section 6.1 Part B1 for Guidance)

<b>Proposer Name</b>	<i>[Enter Proposer name here]</i>
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<b>County 1</b>	<i>[Enter county name here]</i>	
<b>Organization Name</b>	<b>Subcontractor or Partner Status</b>	<b>Brief Description of Role and Work Categories</b>
<i>[Enter name here]</i>	<i>[Subcontractor or Partner]</i>	<i>[Enter here]</i>

<b>County 2</b>	<i>[Enter county name here]</i>	
<b>Organization Name</b>	<b>Subcontractor or Partner Status</b>	<b>Brief Description of Role and Work Categories</b>
<i>[Enter name here]</i>	<i>[Subcontractor or Partner]</i>	<i>[Enter here]</i>

<b>County 3</b>	<i>[Enter county name here]</i>	
<b>Organization Name</b>	<b>Subcontractor or Partner Status</b>	<b>Brief Description of Role and Work Categories</b>
<i>[Enter name here]</i>	<i>[Subcontractor or Partner]</i>	<i>[Enter here]</i>


<b>County 4</b>	<i>[Enter county name here]</i>	
Organization Name	Subcontractor or Partner Status	Brief Description of Role and Work Categories
<i>[Enter name here]</i>	<i>[Subcontractor or Partner]</i>	<i>[Enter here]</i>

<b>County 5</b>	<i>[Enter county name here]</i>	
Organization Name	Subcontractor or Partner Status	Brief Description of Role and Work Categories
<i>[Enter name here]</i>	<i>[Subcontractor or Partner]</i>	<i>[Enter here]</i>

<b>County 6</b>	<i>[Enter county name here]</i>	
Organization Name	Subcontractor or Partner Status	Brief Description of Role and Work Categories
<i>[Enter name here]</i>	<i>[Subcontractor or Partner]</i>	<i>[Enter here]</i>

## ATTACHMENT 17: PROJECT TEAM MEMBER DESCRIPTION

(Refer to RFP Section 6.1 Part B2 for Guidance)

<b>Proposer Name</b>	<i>[Enter Proposer name here]</i>
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Team Member Information	
<b>Organization Name</b>	<i>[Enter name here]</i>
<b>Contact Information</b>	<i>[Enter contact information here]</i>
<b>Team Member Status</b>	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner
<b>Counties to Serve</b> <i>(For each county marked, complete a "County Description" section below)</i>	
<b>Region A</b>	<input type="checkbox"/> Fresno <input type="checkbox"/> Madera <input type="checkbox"/> Merced <input type="checkbox"/> Monterey <input type="checkbox"/> San Joaquin <input type="checkbox"/> Stanislaus
<b>Region B</b>	<input type="checkbox"/> Imperial <input type="checkbox"/> Kern <input type="checkbox"/> Riverside <input type="checkbox"/> Santa Barbara <input type="checkbox"/> Tulare <input type="checkbox"/> Ventura

General Description
<b>Team Member Overview</b>
<i>[Enter narrative here]</i>
<b>Description of energy audit experience, if applicable</b>
<i>[Enter narrative here]</i>

County Description 1	
<b>County Name</b>	<i>[Enter name here]</i>
<b>Description of Role</b>	<i>[Enter here]</i>
<b>Energy Efficiency and Solar PV Experience in the County</b>	
<i>[Enter narrative here]</i>	
<b>Farmworker and Low-Income Experience in the County</b>	
<i>[Enter narrative here]</i>	
<b>Community Ties in the County</b>	
<i>[Enter narrative here]</i>	
<b>Key Staff Members</b>	
<i>[Enter narrative here]</i>	

County Description 2	
<b>County Name</b>	<i>[Enter name here]</i>
<b>Description of Role</b>	<i>[Enter here]</i>
<b>Energy Efficiency and Solar PV Experience in the County</b>	
<i>[Enter narrative here]</i>	
<b>Farmworker and Low-Income Experience in the County</b>	

<i>[Enter narrative here]</i>
<b>Community Ties in the County</b>
<i>[Enter narrative here]</i>
<b>Key Staff Members</b>
<i>[Enter narrative here]</i>

<b>County Description 3</b>	
<b>County Name</b>	<i>[Enter name here]</i>
<b>Description of Role</b>	<i>[Enter here]</i>
<b>Energy Efficiency and Solar PV Experience in the County</b>	
<i>[Enter narrative here]</i>	
<b>Farmworker and Low-Income Experience in the County</b>	
<i>[Enter narrative here]</i>	
<b>Community Ties in the County</b>	
<i>[Enter narrative here]</i>	
<b>Key Staff Members</b>	
<i>[Enter narrative here]</i>	

<b>County Description 4</b>	
<b>County Name</b>	<i>[Enter name here]</i>
<b>Description of Role</b>	<i>[Enter here]</i>
<b>Energy Efficiency and Solar PV Experience in the County</b>	
<i>[Enter narrative here]</i>	
<b>Farmworker and Low-Income Experience in the County</b>	
<i>[Enter narrative here]</i>	
<b>Community Ties in the County</b>	
<i>[Enter narrative here]</i>	
<b>Key Staff Members</b>	
<i>[Enter narrative here]</i>	

<b>County Description 5</b>	
<b>County Name</b>	<i>[Enter name here]</i>
<b>Description of Role</b>	<i>[Enter here]</i>
<b>Energy Efficiency and Solar PV Experience in the County</b>	

<i>[Enter narrative here]</i>
<b>Farmworker and Low-Income Experience in the County</b>
<i>[Enter narrative here]</i>
<b>Community Ties in the County</b>
<i>[Enter narrative here]</i>
<b>Key Staff Members</b>
<i>[Enter narrative here]</i>

<b>County Description 6</b>	
<b>County Name</b>	<i>[Enter name here]</i>
<b>Description of Role</b>	<i>[Enter here]</i>
<b>Energy Efficiency and Solar PV Experience in the County</b>	
<i>[Enter narrative here]</i>	
<b>Farmworker and Low-Income Experience in the County</b>	
<i>[Enter narrative here]</i>	
<b>Community Ties in the County</b>	
<i>[Enter narrative here]</i>	
<b>Key Staff Members</b>	
<i>[Enter narrative here]</i>	

<b>Energy Efficiency and Renewable Energy Program Experience</b>	
<b>Program Name</b>	<b>Summary and Assessment of Performance</b>
<i>[e.g., LIWP, LIHEAP]</i>	<i>[Enter here]</i>

<b>Statement of Team Member Commitment Included?</b> <i>(Attachment 18 is required of all Subcontractors and Partners)</i>	Yes/No
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## ATTACHMENT 18: STATEMENT OF TEAM MEMBER COMMITMENT

(Refer to RFP Section 6.1 Part B3 for Instructions)

<b>Proposer Name</b>	<i>[Enter Proposer name here]</i>
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<b>Team Member Information</b>	
<b>Organization Name</b>	<i>[Enter name here]</i>
<b>Contact Information</b>	<i>[Enter here]</i>
<b>Team Member Status</b>	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner
<b>Counties to Serve</b> <i>(Mark all that apply below)</i>	
<b>Region A</b>	<input type="checkbox"/> Fresno <input type="checkbox"/> Madera <input type="checkbox"/> Merced <input type="checkbox"/> Monterey <input type="checkbox"/> San Joaquin <input type="checkbox"/> Stanislaus
<b>Region B</b>	<input type="checkbox"/> Imperial <input type="checkbox"/> Kern <input type="checkbox"/> Riverside <input type="checkbox"/> Santa Barbara <input type="checkbox"/> Tulare <input type="checkbox"/> Ventura

<b>Statement of Commitment</b>
By signing below, I certify that I have read the description of the above-mentioned entity's role as described in the LIWP Farmworker Housing Component Proposal. This entity's commitment to this Program has been discussed with the Proposer and I confirm that it has the capacity to provide the described services and intends to do so as outlined in the Proposal. My signature also certifies that that this entity will act in accordance with the guidelines, rules, and policies as described in Request for Proposal.

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Printed Name*	Title
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Signature	Date
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\*Name and signature must be that of an official authorized to sign on the Subcontractor or Partner's behalf.

## ATTACHMENT 19: CALIFORNIA CIVIL RIGHTS CERTIFICATION

(Public Contract Code section 2010)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

### Certification

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number (or n/a)</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	